



# महाराष्ट्र शासन राजपत्र

## भाग दोन-संकीर्ण सूचना व जाहिराती

वर्ष २, अंक २७]

गुरुवार ते बुधवार, जुलै ७-१३, २०१६/आषाढ १६-२३, शके १९३८

[पृष्ठे ४८, किंमत : रुपये १५.००

### प्राधिकृत प्रकाशन

### संकीर्ण सूचना व जाहिराती



महापारेषण

महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित

### महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित

क्रमांक एमएसईटीसीएल/सीओ/पी अँड एस/स्कीम १/पीएन/६७९०/२०१६

विद्युत कायदा, २००३ च्या कलम १६४ प्रमाणे व महाराष्ट्र शासनाच्या आदेश क्रमांक ०६/प्र.क्र.-३१२/ऊर्जा/४, दिनांक २४ ऑगस्ट २००६ (शासकीय राजपत्र, पान क्रमांक २८०), नुसार महाराष्ट्र राज्य विद्युत पारेषण कंपनीस प्रदान केलेल्या अधिकारानुसार, खाली नमूद केल्याप्रमाणे अति उच्च दाब पारेषण योजनेचे डी. डी. एफ अंतर्गत काम हाती घेण्याचे प्रस्तावित करित आहे. या सर्व अधिकारांचा वापर प्रस्तावित योजनेतील विजेचे पारेषण, वितरण अगर म.रा.वि. पारेषण कंपनी मर्यादितच्या समन्वय, संचलन व सुव्यवस्था या कामाकरिता पारेषण कंपनीद्वारे करण्यात येईल. जनतेच्या माहितीकरिता ही अधिसूचना देण्यात येत आहे.

२. खालील योजना त्या भागातील अति उच्च दाब ग्राहकांच्या वाढत्या विजेची गरज पुरविण्यासाठी व नवीन ग्राहकांना वीज पुरवठा करण्यासाठी, तसेच विद्युत पुरवठा तसेच विद्युत प्रणाली सक्षम करण्यासाठी आहे.

(१) सांगली जिल्ह्यातील १३२ के.व्ही. पेठ-शिराळा वाहिनीच्या दुहेरी मनोऱ्यावर दुसरे परिपथ उभारणे.- ९.५० कि.मी.

या योजनेचा अंदाजित खर्च रुपये १४५.०० लाख इतका आहे.

(२) (i) रायगड जिल्ह्यातील १०० के.व्ही. कादळगाव-म्हसळा वाहिनीच्या दुहेरी मनोऱ्यावर दुसरे परिपथ उभारणे.-३७ कि.मी.

(ii) १३२ के.व्ही. वाहिनीचे बे-२ नं.

या योजनेचा अंदाजित खर्च रुपये ६९१.०० लाख इतका आहे.

(३) (i) वर्धा जिल्ह्यातील १३२ के. व्ही. वर्धा II (भूगाव)-देवळी वाहिनीच्या दुहेरी मनोऱ्यावर दुसरे परिपथ उभारणे.-१७.०० कि.मी.

(ii) १३२ के.व्ही. वाहिनी बे-२ नं.

या योजनेचा अंदाजित खर्च रुपये ५६५.०० लाख इतका आहे.

(४) (i) कोल्हापूर जिल्ह्यातील १३२ के.व्ही. बापट कॅम्प उपकेंद्रात १३२ के.व्ही. वाहिनी बे. ची उभारणी करणे.

या योजनेचा अंदाजित खर्च रुपये १९२.०० लाख इतका आहे.

(५) (i) अमरावती जिल्ह्यातील १३२ के.व्ही. अकोट उपकेंद्र ते १३२ के.व्ही. अंजनगाव उपकेंद्र मधील १३२ के.व्ही. वाहिनीवर लिलो करून दुहेरी परिपथ मनोऱ्यावर दुहेरी परिपथ वाहिनीची २२० के.व्ही. अंजनगाव उपकेंद्रापर्यंत उभारणी करणे.-८.०० कि.मी.

(१)

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, जुलै ७-१३, २०१६/आषाढ १६-२२, शके १९३८

(ii) अमरावती जिल्ह्यातील १३२ के.व्ही. अचलपूर ते १३२ के.व्ही. अंजनगाव उपकेंद्र मधील १३२ के.व्ही. वाहिनीवर लिलो करून दुहेरी परिपथ मनोन्यावर दुहेरी परिपथ वाहिनीची २२० के.व्ही. अंजनगाव उपकेंद्रापर्यंत उभारणी करणे.-८.५० कि.मी.

या योजनेचा अंदाजित खर्च रुपये ९४८.०० लाख इतका आहे.

(६) यवतमाळ जिल्ह्यात १३२/३३ के.व्ही. राळेगाव उपकेंद्राची उभारणी करणे.

(i) १३२ के.व्ही. यवतमाळ-पांढरकवडा वाहिनीवर लिलो करून १३२ के.व्ही. दुहेरी परिपथ मनोन्यावर दुहेरी परिपथ वाहिनीची १३२ के.व्ही. राळेगाव उपकेंद्रापर्यंत उभारणी करणे-४० कि.मी.

(ii) २५ एम.व्ही.ए. १३२/३३ के.व्ही. रोहित्र बेसह-२ नं.

(iii) १३२ के.व्ही. वाहिनी बे-२ नं.

(iv) ३३ के.व्ही. बे-६ नं.

या योजनेचा अंदाजित खर्च रुपये ४८८९.०० लाख इतका आहे.

(७) (i) गडचिरोली जिल्ह्यातील १३२ के.व्ही. अष्टी उपकेंद्रापासून ते ६६ के.व्ही. अलापल्ली उपकेंद्रापर्यंत एकेरी परिपथ वाहिनीची दुहेरी परिपथ मनोन्यावर उभारणी करणे-६० कि.मी.

(ii) १३२ के.व्ही. वाहिनी बे-४ नं.

(iii) ३३ के.व्ही. बे-२ नं.

या योजनेचा अंदाजित खर्च रुपये ५०७५.०० लाख इतका आहे.

३. परवानेधारक अगर हितसंबंध असलेल्या व्यक्तीने हवे असल्यास, ही सूचना प्रसिद्ध केलेल्या तारखेपासून दोन महिन्यांच्या आत महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादितच्या विचाराकरिता पारेषण कंपनीस प्रतिवेदने पाठवावीत, अशी त्यांना अधिसूचना देण्यात येत आहे. याबाबतची अधिक माहिती मुख्य अभियंता (प्रकल्प योजना), महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित, ५ वा मजला, प्रकाशगंगा, प्लॉट नं. सी-१९, बांद्रा-कुर्ला संकुल, बांद्रा (पूर्व), मुंबई ४०० ०५१ यांचेशी वेळीच संपर्क साधून मिळू शकते.

मुंबई,  
दिनांक २१ जून २०१६.

रविंद्र चव्हाण,  
संचालक (प्रकल्प).

## जिल्हा परिषद, चंद्रपूर

क्रमांक वित्त/वाले/टे-१७/१५९९/२०१६

महाराष्ट्र जिल्हा परिषद व पंचायत समिती अधिनियम, १९६१ चे कलम १३६ (१) व (९) अन्वये मी, एम. देवेंदर सिंह, मुख्य कार्यकारी अधिकारी, जिल्हा परिषद चंद्रपूर, याद्वारे जिल्हा परिषद, चंद्रपूर चा २०१३-२०१४ या वित्तीय वर्षाचे लेखे नमुना २१(ई) मध्ये प्रसिद्ध करीत आहे.

### नमुना २१ (ई)

महाराष्ट्र जिल्हा परिषद व पंचायत समिती अधिनियम, १९६१ चे कलम १३६ आणि महाराष्ट्र जिल्हा परिषद व पंचायत समिती लेखा संहिता, १९६८ चे नियम ६६ (अ) (८) व (९) अन्वये जिल्हा परिषद व पंचायत समित्यांच्या लेखासह सन २०१३-२०१४ या वित्तीय वर्षाचा गोपचारा

सांकेतांक क्र.	जमा बाजू	एकुण	सांकेतांक क्र.	खर्च बाजू	एकुण
लेखाशिर्ष			लेखाशिर्ष		
सुरुवातीची शिल्लक		2253165769	महसुली खर्च		
महसुली जमा					
0028	जयसाय खाफार झुवादी घरील कर	77118			
0029	जमीन महसुल	264559938			
0030	मुद्रांक व नोंदणी शुल्क	45993000			
0049	खाजाचा जमा रक्कम	81736697			
0059	सार्वजनिक मालमतेपासून उत्पन्न	7020232			
0202	शिक्षण	100034910			
0210	आरोग्य आणि कुटुंब कल्याण	2131807			
0215	पाणीपुरवठा व स्वच्छता	100			
0406	वनीकरण	13910663			
0435	इतर कृषी विषयक कार्यक्रम	0			
0515	पंचायतसभेचे कार्यक्रम	19917859			
0702	लहान पाटबंधारे	20441768			
	अभिकरण शुल्क	5439827			
2010	विज अपारंपारीक ऊर्जा साधने	3395178	2010	विज अपारंपारीक ऊर्जा साधने	246708
2053	जिल्हा प्रशासन (सा.प्र.वि.)	787635000	2053	जिल्हा प्रशासन (सा.प्र.वि.)	734806886
2053	जिल्हा प्रशासन (म.बा.क.)	73935	2053	जिल्हा प्रशासन (म.बा.क.)	0
2059	सार्वजनिक बांधकामे	149353000	2059	सार्वजनिक बांधकामे	195415118
2202	सर्वसाधारण शिक्षण	3672554727	2202	सर्वसाधारण शिक्षण	3570763562
2205	कला संस्कृती आणि ग्रंथालये	2448000	2205	कला संस्कृती आणि ग्रंथालये	2444581
2206	बाजार आणि जत्रा	0	2206	बाजार आणि जत्रा	242000
2210	वैद्यकीय व सार्वजनिक आरोग्य	405898869	2210	वैद्यकीय व सार्वजनिक आरोग्य	353700144
2211	कुटुंब कल्याण (आरोग्य विभाग)	163934000	2211	कुटुंब कल्याण (आरोग्य विभाग)	157416093
2215	पाणी पुरवठा व स्वच्छता (ग्र.पा.पू.)	158299000	2215	पाणी पुरवठा व स्वच्छता (ग्र.पा.पू.)	167234170
2225	अ.जा., अ.ज. व इ.मा.व. यांचे कल्याण (समाज कल्याण विभाग)	168395000	2225	अ.जा., अ.ज. व इ.मा.व. यांचे कल्याण (समाज कल्याण विभाग)	126505674
2235	सामाजिक सुरक्षा व कल्याण (स.क.)	15974000	2235	सामाजिक सुरक्षा व कल्याण (स.क.)	31572983
2235	सामाजिक सुरक्षा व कल्याण (म.बा.क.)	18389000	2235	सामाजिक सुरक्षा व कल्याण (म.बा.क.)	21037478
2235	सामाजिक सुरक्षा व कल्याण (आरोग्य)	3097000	2235	सामाजिक सुरक्षा व कल्याण (आरोग्य)	3072216
2236	महिला व बालकल्याण	82682122	2236	महिला व बालकल्याण	113080219
2245	नैसर्गिक आपत्तीचे निवारणार्थ	41500000	2245	नैसर्गिक आपत्तीचे निवारणार्थ	44883288
2401	विकासवर्धन (कृषी विभाग)	133385670	2401	विकासवर्धन (कृषी विभाग)	124063174
2403	पशुसंवर्धन	143434000	2403	पशुसंवर्धन	124280124
2505	ग्रामीण रोजगार (बांधकाम विभाग)	732121	2505	ग्रामीण रोजगार (बांधकाम विभाग)	1116648
2505	ग्रामीण रोजगार (लघु सिंचाई विभाग)	1131624	2505	ग्रामीण रोजगार (लघु सिंचाई विभाग)	6667817
2515	इतर सा.वि.का. (बांधकाम विभाग)	285229245	2515	इतर सा.वि.का. (बांधकाम विभाग)	302868785
2515	पंचायत सभेचे कार्यक्रम	0	2515	पंचायत सभेचे कार्यक्रम	49375876
2553	खासदार स्थानिक विकास कार्यक्रम	17242413	2553	खासदार स्थानिक विकास कार्यक्रम	12684183
2702	लहान पाटबंधारे (सिंचाई विभाग)	139649800	2702	लहान पाटबंधारे (सिंचाई विभाग)	174633079
2810	अपारंपारीक ऊर्जा स्त्रोत	2761462	2810	अपारंपारीक ऊर्जा स्त्रोत	2709277
3054	भूमि व पूल (बांधकाम विभाग)	407612000	3054	भूमि व पूल (बांधकाम विभाग)	164205014
3451	संचिपालय आर्थिक सेवा	44768000	3451	संचिपालय आर्थिक सेवा	16336805
एकुण महसुली जमा		7410839085	एकुण महसुली खर्च		6501361902
भांडवली जमा			भांडवली खर्च		
4236	महिला व बालकल्याण यापरील भांडवली जमा	0	4236	महिला व बालकल्याण यापरील भांडवली जमा	14319230
4403	पशुसंवर्धनापरील भांडवली खर्च	11630000	4403	पशुसंवर्धनापरील भांडवली खर्च	7615138
4515	इतर सामाजिक विकास कार्यक्रमापरील भांडवली खर्च (ग्रामपा. विभाग)	36208600	4515	इतर सामाजिक विकास कार्यक्रमापरील भांडवली खर्च (ग्रामपा. विभाग)	32931110
4711	पुरनियंत्रण प्रकल्पापरील भांडवली खर्च	1453000	4711	पुरनियंत्रण प्रकल्पापरील भांडवली खर्च	822081
7610	पंचायत कार्यचालना कर्जे	49289499	7610	पंचायत कार्यचालना कर्जे	51062391
8443	नामनि डेवी	2715963848	8443	नामनि डेवी	2872176574
एकुण भांडवली जमा		2814544947	एकुण भांडवली खर्च		2978926524
वित्तप्रेषण		5363176648	वित्तप्रेषण		5356304987
			अखेरची शिल्लक		3005133036
एकुण (सुरुवातीची शिल्लक + महसुली जमा + भांडवली जमा + वित्तप्रेषण)		17841726449	एकुण (महसुली खर्च + भांडवली खर्च + वित्तप्रेषण + अखेरची शिल्लक)		17841726449

चंद्रपूर,  
दिनांक १७ जून २०१६.  
भाग दोन (संकीर्ण)-१अ

संतोष बा. वाहुळे,  
मुख्य लेखा तथा वित्त अधिकारी,  
जिल्हा परिषद, चंद्रपूर.

एम. देवेंदर सिंह,  
मुख्य कार्यकारी अधिकारी,  
जिल्हा परिषद, चंद्रपूर.

**MUMBAI PORT TRUST**  
**TRAFFIC DEPARTMENT, AUCTION SALE BRANCH**

**Notice of Sale**

No. TM/SW 14-1/X/2282/2015.

The undermentioned goods laying uncleared for over two months from the date of landing will be sold by e-Tender cum e-Auction sale on 25th July 2016 or on any other subsequent date in conformity with the Provisions of Section 61 and 62 of Major Port Trusts Act, 1963, if the goods are not cleared within ten days from the date of this Notice.

Page No.: 1

**No. and kind of Pkgs., Contents and to whom consigned**

Lying at : NSW (A/0829)  
5 C/S  
KOYO BRAND BEARINGS  
Con.(1): KALPANA EXPORT & IMPORT CORPORATION  
Con.(2): ORDER DENA BANK  
INDIAN MARITIME ENTERPRISES P. LTD.

Lying at : 12ID (AH/01202)  
1 PKG  
IRON & STEEL OF UNEVEN SHAPE  
Con.: JSW STEEL LTD  
DAMANI SHIPPING PVT.LTD.

Lying at : 1STP (AL/00335)  
1 PLT  
MEDONIC M SERIES DILUENT  
Con.: LABX  
GLOBELINK W.W.INDIA PVT.LTD

Lying at : 2STP (AM/00003)  
3 PLT  
BOOKS AND CALENDAR ON BUDDHA AND BUDDHISM  
Con.(1): GVK NOVOPAN INDUSTRIES (P) LTD.  
Con.(2): DR. BABASAHEB AMBEDKAR FESTIVAL  
MAC-NELS CONTAINER LINES  
M/S ACS LOGISTICS

Lying at : 1STP (AM/00006)  
17 CTN  
AIR FILTER  
Con.: RITESH EXPORTS  
TEAMGLOBAL LOGISTICS PVT LTD.

Lying at : 2STP (AM/00017)  
3 PLT  
BOOKS AND CALENDARS ON BUDDHA AND BUDDHISM  
Con.: KALYANMITRA BAHUDDSHIYA SANSTHA.  
WORLDGATE EXPRESS LINES (I) P.LTD.

Lying at : NFBRW (HH/04927)  
34 BDLS.  
LEAD INGOTS  
Con.: VIPUL IMPEX.  
SAI SHPG. CO.P.LTD.

Lying at : NSW2 (LL/09327)  
1 BOX.  
ALLUMINIUM TRUNK CONTAINING EXHIBITION GOODS SUCH AS TRAVELLING BAGS, BABY SACK, KIDS HANDGLOVES, MAGNETS, FIBRE GLASS HELMET, FACE STATUES, OFFICE PUNCH, STAPLER, STAPLE PIN BOX, CELLO TAPE CUTTER, COTTON TAPE REEL, CAP, ELASTIC WAIST SUPPORT, MASK, KNEE PAD, ELBOW GUARD, ADVERTISING MATERIAL, LETTER HEAD, STICKER & VISITING CARDS.  
Con.: APEX LEAGUE  
RELAY SHIPPING AGENCY LTD.  
MERIDIAN SHPG. AG. PVT. LTD.

No. and kind of Pkgs., Contents and to whom consigned

Lying at : NSWH2 (QQ/02113 )  
1 PALLETS  
DISPLAY SYSTEMS  
Con.: DEVANSHI AUTO & STEEL PVT.LTD  
PATVOLK (DIVISION OF FORBES GOKAK LTD.)  
SEA BRIDGE MARITIME AGENCIES PVT.LTD.

Lying at : 2FRB (RR/02329 )  
40 CTNS  
SLICES OF RUBBER FOAM IN ANNULUS SHAPE  
Con.: PAWAN IMPEX,  
ALBATROSS SHPG.LTD.  
HILLSON DINSHAW  
VEGHA SHIPPING & TRANSPORT P.LTD.

Lying at : 2FRB (RR/02330 )  
25 CTNS  
SLICES OF RUBBER FOAM IN ANNULUS SHAPE  
Con.: PAWAN IMPEX,  
ALBATROSS SHPG.LTD.  
HILLSON DINSHAW  
VEGHA SHIPPING & TRANSPORT P.LTD.

Total Lots : 11

TRAFFIC MANAGER

जिल्हा परिषद, नागपूर  
सन २०१३-१४ च्या वार्षिक लेखांचा जमेचा गोषवारा (पंचायत समितीच्या जमेच्या एकत्रित रकमेसह)  
क्र. जिपना/वित्त/वाले/२०२७/२०१६

अ.क्र.	विवरण	अंदाजपत्रक वर्ष २०१३-१४			सन २०१३-१४ ची प्रत्यक्ष जमा		
		जिल्हा परिषद सेंट्रल फंड	हस्तांतरित योजना	एकूण	जिल्हा परिषद सेंट्रल फंड	हस्तांतरित योजना	एकूण
	हिशोबाचे सदर						
	सुरुवातीची जिल्लक						
1	अ कर	३२०००००	०	३२०००००	४८६९६६२९२	६९३५५३५२३	२४६३५८६०२३
2	स्थानिक उपकर	१४०४००००	०	१४०४००००	११०८०५००६	०	११०८०५००६
3	स्थानिक कर	१८००००००	०	१८००००००	१८८८६०३६	०	१८८८६०३६
4	क अनुदाने	१६९९७२०००	०	१६९९७२०००	१४३२०८५७८	०	१४३२०८५७८
5	रोख अनुदान						
	इतर उत्पादनाची साधने						
1	व्याज	०	०	०	०	०	०
2	सामान्य प्रशासन विभाग	०	८८२९९१५००	८८२९९१५००	८८३०१७५७६	०	८८३०१७५७६
3	शिक्षण	१६०००	३२९९७४७६०	३२९९७५७६०	२२७३२२	३३४०३७९६७	३३४०५९९२८९
4	सार्वजनिक आरोग्य	१५०००००	२९२३७९५५५	४५७३०९५५५	२०८५९३७	२९२३८५९५५	४५७३०९५९९२
5	ग्रामीण पाणीपुरवठा विभाग	०	७४९९९०००	७४९९९०००	१९०५८७३४७	७५००९९६६	२९०५८७३९३
6	कृषी	०	१८५३००००	१८५३००००	२०५०००	१८५३०७८०	१९७०९९६४
7	पशुसंवर्धन	२७५०००	१९६५०९५००	१९६७७६५००	०	१९६५०९५००	१९६५०९५००
8	सार्वजनिक बांधकाम	७७४००००	६७७५९८०००	६८५३७८०००	७९७३५३८	७३०८९८२२४	७३८८७९७६२
9	लघुसिंचाई	१३६३०००	७९०९४०००	८०४५७०००	६९४७९९	७९०९४०००	८०४७८८८९
10	समाज कल्याण विभाग	०	४६९५६३०००	४६९५६३०००	०	४७०८६८०००	४६०८२२४९२
11	महिला व बालकल्याण विभाग	०	१२०६८०००	७६५१०३७५	०	१२०६८०००	७६५१०३७५
12	पंचायत	०	५९६५२३४४०	५९६५२३४४०	१२९६४९४६	५३४९४९४३७	५४७९०५५८३
13	निवृत्ती वेतने	०	०	०	१८०२८३०	०	१८०२८३०
14	संविर्ण जमा	४८५०००	०	४८५०००			
15	सन २०११-१२ व १२-१३ चा अर्बावित निधी	६५८९४०००	०	६५८९४०००			
	एकूण महसुली	२७४४८५०००	६४३९९८९७५५	७९५५९५३८९४	४०९३५९७२९	६५५३६७८५८५	७९७९६९४४४६

अ.क्र.	हिशोबाचे सदर	अंदाजपत्रक वर्ष २०१३-१४				सन २०१३-१४ चौ प्रत्यक्ष जमा			
		जिल्हा परिषद सेस फंड	हस्तांतरीत योजना	अभिकरण योजना	एकुण	जिल्हा परिषद सेस फंड	हस्तांतरीत योजना	अभिकरण योजना	एकुण
	भांडवली	०							
	भांडवली भाग-१		२४५०२८९९८	५६३९६२२८	३०१४२५२२६		३४४३४५८३४	१९७९२६९७५	५४२२७२७९९
	भांडवली भाग-२								
1	(अ) कर्जे	०	०	०	०	०	०	०	०
2	विभाग २ बिनव्याजी कर्जे	०	०	०	०	०	०	०	०
3	अर्थोपाय हस्तांतरण	०	०	०	०	०	०	०	०
4	अनामत व तसलमात	०	०	०	०	३०६८६९०९८	२७६८८७४८३७	३१९९५७३५७	३३९५७०१२९२
5	वित्त प्रेषण	०	०	०	०	१२४४९००५६	५०५०२२३५८८	४३०९५६७१४	५६०५६७०३५८
	एकुण	०	०	०	०	८४०७१८८८३	१४७९७९२२८३४	१३६५४१७१७८	१६९२३२५८८९५
	एकुण सुरुवातीचे शिल्लकेसह	०	०	०	०	१३२७६८५१७५	१५९६०९८९११२	२०५८९७०७०१	१९३४६८४४९८८

डॉ. कांदंबरी बलकवडे,  
मुख्य कार्यकारी अधिकारी,  
जिल्हा परिषद, नागपूर.

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,  
गुरुवार ते बुधवार, जुलै ७-१३, २०१६/आषाढ १६-२२, शके १९३८

जिल्हा परिषद, नागपूर  
सन २०१३-१४ च्या वार्षिक लेखांच्या खर्चाचा अहवाल (पंचायत समितीच्या खर्चाच्या एकत्रित रकमेसह)

अ.क्र.	हिशोबाचे सदर	अंदाजपत्रक वर्ष २०१३-१४				सन २०१३-१४ चा प्रत्यक्ष खर्च			
		जिल्हा परिषद सेस फंड	हस्तांतरित योजना	अभिकरण योजना	एकुण	जिल्हा परिषद सेस फंड	हस्तांतरित योजना	अभिकरण योजना	एकुण
१ (अ) प्रशासन		८१८७०००			८१८७०००	६५९५५७६			६५९५५७६
२ २०५३- सामान्य प्रशासन		१५६०६४००	८८२९९१५००		८८५९७९००	१४२२०६३६	८३२०५१०८२		८४६२७९७१८
३ २२०२ - शिक्षण विभाग		१९७०१३००	३२९९७४१७६०		३३९९४४३०६०	२०४५४०४२	३७९७२९२५२०		३८१७७४६५६२
४ २०५९ इमारती व दळणवळण		२८१९६०००	५७९२३१०००		६००१४७०००	४१०९३७८३	१३७३३८२९५९		१७८४७६७४२
५ २७०२ - पाटबंधारे		१२२२००००	७९०९४०००	७९७४१०४४	१७१०५५०४४	१०६९१०००	९६६९५४६५	१०६७३०७७९	२१४११७२४४
६ २२१० - आरोग्य		४८०००००	२६४०७९५५५	१६३४३५०००	४३२३०६५५५	४७८७२१८	२९१८२००९४		४५४०३९१४०
७ २२१५ - ग्रामीण पाणी पुरवठा विभाग		३८९१३२७	१०२०८१०००		१४४००२३२७	८७४२९२७	१८००१४०२५		१८८८३६९५२
८ व्याज		०			०	०	०		०
९ २४०१ कृषी		१३९०१३००	१८५३००००	९६२९३२२२	१२८७२४५२२	३५१७४०४	२१३४५९२०	९६७६९५३४	१२१६३२८५८
१० २४०३ - पशुसंवर्धन		८४१६७१६	१११५०१५००		११९९८८२१६	१५०९४२५८	१०९७५२५२९		१२४८४६७८७
११ वने		१९७२०००			१९७२०००	१३२८०००	०		१३२८०००
१२ २२२५ - समाज कल्याण		५००१७२०७	४७०३७३०००	११४८३५५००	६३५२२५७०७	३३६०८५१३	३३६९३७७५८	८२०५०१९४	४५१७९८४६५
१३ महिला व बाल कल्याण विभाग		२७४३९५१४	१२०६८०००	६४४४२३७५	१०३०१९८८९	१७९९५३९६	९९९९७८१	७५२२४१६२	१०२३६९३३९
१४ पंचायत		२७७३७०००	२६८०९२४४०		२९५८२९४४०	३३६८१०४१	६५२४०१११७		६८६०९०१५८
१५ संकिर्ण		१५९१५०४३९			१५९१५०४३९	१५९१५०४३९	०		१५९१५०४३९
एकुण महसुली खर्च		४१६९८६२०३	६०७९७७५७५५	५१८७४७१४१	७०९५५०९०९९	३७०९६०२३३	६४६४९४१२५०	५१८७६९४९७	७३५३८७०९८०



जिल्हा परिषद, नागपूर

सन २०१३-१४ च्या वार्षिक लेखांचा अहवाल (पंचायत समितीच्या खर्चाच्या एकत्रित रकमेसह)

अ.क्र.	हिशोबाचे सदर	अंदाजपत्रक वर्ष २०१३-१४				सन २०१३-१४ चा प्रत्यक्ष खर्च			
		जिल्हा परिषद सेस फंड	हस्तांतरीत योजना	अभिकरण योजना	एकुण	जिल्हा परिषद सेस फंड	हस्तांतरीत योजना	अभिकरण योजना	एकुण
	भांडवल								
	भांडवल भाग-१		३५,४६२,९९८	१२१८०६८४	४७५८०९६८२		५७८४१६७९८	९७५४२९३३	६७५९५९७९१
	भांडवल भाग-२								
	(अ) कर्जे								
	विभाग २ विनव्याजी कर्जे								
	विभाग ३ - अनामत व तसलमात								
	एकुण भांडवल					५,७९७,५९७,५९१	२२९१२६२५९०	५,२१६,२७,९७७	३३०४६५०३१८
	वित्त प्रेषण					५,७९७,५९७,५९१	२७८९६७९३८८	६९९९७०८९०	३९८०६१००२९
	एकुण खर्च					१२४४९००५६	५,०५,०२,३५,८८८	४३०९५६७९४	५,६०,५६,७०,३५८
	शेवटची शिल्लकसह					१०६६४१००४०	१४३०४८४४२२६	१५६८८९७९०९	१६९४०९५९३६७
	एकुण शेवटचे शिल्लकेसह					२६१२७५९३५	१६५५३४४८८६	४९००७३६००	२४०६६९३६२१
						१३२७६८५९७५	१५,९६,०९८,९९२	२०,५८,९७,०७९	१९३४६८४४९८८

डॉ. कांदबरी बलकवडे,  
मुख्य कार्यकारी अधिकारी,  
जिल्हा परिषद, नागपूर.

नागपूर,  
दिनांक २२ जून २०१६.

**BEFORE THE EXECUTING COURT OF THE RECOVERY OFFICER**

In the precincts of GBCB House, 89, Bhuleshwar, Mumbai 400 002

**Urgent of Public Interest**

No. GBCB/SAD/BHK/7423/2016.—In the matter of Cash Credit and Term Loan availed of by the M/s. Trimurti Enterprises and Ors. engaged in business of Civil-Contracts, Construction of Roads and Drainage in PWD/BMC of cleaning of Solid waste management of Rs. 35 Lacs from 17th September 2011 and in the matter of disquieting failure and neglect in timely servicing thereof and in the matter of execution of recovery proceedings in R.C. case Nos. 855 of 2014 under section 156 of the Maharashtra Co-operative Societies Act, 1960 and Rule 107 of the Maharashtra Co-operative Societies Rules 1961, as Arrears of Land Revenue of the Government of Maharashtra.

The Greater Bombay Co-operative Bank Ltd.  
(Scheduled Bank)

... R. C. Holder Bank

V/s.

1. M/s. Trimurti Enterprises,  
(Proprietor—Mr. Prakash Vishnu Karande)  
Room No. 6/2, Ground Floor,  
New Jaifalwadi CHS Ltd.,  
Behind Tardeo Police Quarter,  
Tardeo, Mumbai 36.  
  
Room No. 2/A, Ground Floor,  
New Jaifalwadi CHS Ltd.,  
Behind Tardeo Police Quarter,  
Tardeo, Mumbai 36.  
  
Flat No. 303, 3rd Floor, “A” Wing,  
Poonam Asmita CHS Ltd., Poonam Garden,  
Bolinj, Virar (W.), Palghar 401 303.

... Judgment Debtor

Claim	Amount
	Rs. 50,37,186.00 with further interest @ 15 % p.a. from 1st May 2016 including cost of proceedings and surcharge etc.

2. Mr. Dashrath Shrirang Mane,  
215, New Jaifalwadi, Forjet Hill Road,  
Tardeo, Mumbai 400 036.
3. Mr. Dattaram Ganpat More,  
510, 5th Floor, SRA CHS Ltd.,  
Behind Police Camp, Bldg. No. 7,  
New Jaifalwadi, Tardeo, Mumbai 400 036.

—do.—

—do.—

**Proclamation of Sale**

WHEREAS, the right, title and interest of the under mentioned mortgage immovable properties stands attached in terms of the execution process dated the 10th September 2014 ;

**Description of Property :** Flat No. 303, 3rd Floor, “A” Wing,  
Poonam Asmita CHS Ltd., Poonam Garden,  
Bolinj, Virar (W.), Dist. Palghar 401 303.

WHEREAS, even though affording ample opportunities to the concerned Judgment Debtors, they have shown utter indifferences to discharge the decretal claims ;

NOW THEREFORE, the Sale of the said property is hereby notified in exercise the powers u/s. 156 *ibid* & Rule 107 *ibid*.

**SALE NOTIFICATION**

1. **Inspection of the under mentioned property** will be facilitated **on 16th June 2016 between 11-00 a.m. to 1-00 p.m.** Quotation / Tenders / Bids should be addressed to The Recovery Officer. The Greater Bombay Co-operative Bank Ltd. on or **before 30th June, 2016 till 11-00 a.m.** at Registered Office of R. C. Holder Bank GBCB House, 89, Bhuleshwar, Mumbai. The terms and conditions of sale including prescribed form for bidding can be had from the authority on payment of Rs. 100 only.

**Description of Property to be sold :** Flat No. 303, 3rd Floor, " A " Wing,  
Poonam Asmita CHS Ltd., Poonam Garden,  
Bolinj, Virar (W.), Dist. Palghar 401 303.

**Area Admeasurements.** : 730 sq.ft. built up

**Reserve Price** : Rs. 38,34,000.

2. **Such bids will be opened on 30th June, 2016 at 11-30 a.m.** in the presence of the Bank Officials & bidders at Registered Office of R.C. Holder Bank at GBCB House, 89, Bhuleshwar, Mumbai 400 002. The successful bidder is required to deposit the 15% earnest money of bid amount and remaining amount within a **Thirty Days** from the date of auction, failing which earnest money deposit is liable to be forfeited.

3. The R.C. Holder Bank *vis-a-vis* a Recovery Officer, reserves the right to reject all or any tender without assigning any reason whatsoever.

4. Sale of subject property is strictly on " As is, where is & Whatever it is basis ".

5. Bidder should conduct due diligence of the property prior to participation in the auction and thereafter neither the Executing Court nor the R. C. Holder Bank will entertain any sort of complaint or dispute in respect of subject property. Successful bidder will have to deal it on his/her/their own cost and consequences.

The stipulation herein above laid down shall be binding & abided by without allowance whatsoever except with the concurrence of the R.C. Holder Bank *vis-a-vis* The Recovery Officer, which need be noted.

Given under my hand & seal of this office at Mumbai this Thursday the 26th May 2016.

**KETAN PURAO,**

Recovery Officer,  
Co-operative Department, Mumbai,  
Government of Maharashtra,  
(Deemed to be Civil Court u/s. 156 *ibid*).

**BEFORE THE EXECUTING COURT OF THE RECOVERY OFFICER**

In the precincts of GBCB House, 89, Bhuleshwar, Mumbai 400 002

**Urgent of Public Interest**

No. GBCB/SAD/BHK/6422/2016

In the matter of Cash Credit facility of Rs. 33 Lacs availed of by the M/s. Style Creative Interiors, and Housing loan of Rs. 5 Lacs availed by Shri Prashant D. Maistry from 26th April 2011 engaged in business of interior designing and in the matter of disquieting failure and neglect in timely servicing thereof and in the matter of execution of recovery proceedings in R.C. Case Nos. 709 of 2014 and 712 of 2014 u/s. 156 of Maharashtra Co-operative Societies Act, 1960 and Rule 107 of the Maharashtra Co-operative Societies Rules, 1961, as Arrears of Land Revenue of Government of Maharashtra.

The Greater Bombay Co-operative Bank Ltd.  
(Scheduled Bank).

.. R. C. Holder Bank

*versus*

(I) (1) M/s. Style Creative Interiors,  
(Proprietor-Mr. Prashant Dnyandev Maistry)  
F/5, Zojwala Shopping Centre, Behind  
Ramdev Hotel, Agra Road, Kalyan (W.) 421 301.

.. Judgment Debtor

(2) Mr. Prashant Dnyandev Maistry,  
Flat No. C/408, Mahaveer Nagari,  
Opp. Tulsi Tower, Gandhari Nagar,  
Khadakpada, Kalyan (W.) 421 301.

Claim	Amount
<b>Rs. 50,18,940.00</b>	with further interest @ 16 % p.a. from 1st May, 2016 and cost of proceedings and surcharge etc.

.. do. .

(3) Mr. Milind Dnyandev Maistry,  
Flat No. 102/D9, 1st Floor, Kashish Park,  
Khadakpada, Kalyan (W.) 421 301.

.. do. .

(4) Mr. Narendra Raghuraj Tomar,  
3/301, Gauri Ganesh Bldg., Mohindar Singh,  
Kabool Singh School Road, Opp. New  
Indraprastha Complex, Kalyan (W.) 421 301.

.. do. .

(II) (1) Shri Prashant Dnyandev Maistry &  
Shri Milind Dnyandev Maistry,  
Flat No. C/408, Mahaveer Nagari,  
Opp. Tulsi Tower, Gandhari Nagar,  
Khadakpada, Kalyan (W.) 421 301.

Claim	Amount
<b>Rs. 4,73,742</b>	with further interest @ 10.50 % p.a. from 1st May, 2016 and cost of proceedings and surcharge etc.

.. Judgment Debtor

(2) Shri Milind Dnyandev Maistry,  
Flat No. 102/D9, 1st Floor, Kashish Park,  
Khadakpada, Kalyan (W.) 421 301.

.. do. .

(3) Shri Narendra Raghuraj Tomar,  
3/301, Gauri Ganesh Bldg., Mohindar Singh,  
Kabool Singh School Road,  
Opp. New Indraprastha Complex,  
Kalyan (W.) 421 301.

.. do. .

**Proclamation of Sale**

Whereas the right, title and interest of the undermentioned immovable property stands attached in terms of the Execution Process dated 18th October 2014;

**Description of Property** :— Flat No. C/408, 4th Floor, C-Wing Bldg.,  
Mahaveer Nagari-1, Opp. Tulsi Tower,  
Khadakpada, Kalyan (W.).

**Reserve Price** : Rs. 37,99,000

Whereas, even though affording ample opportunities to the concerned Judgment Debtors, they have shown utter indifferences to discharge the decretal claims ;

Now, therefore, the sale of the said property is hereby notified in exercise the powers u/s. 156 *ibid* & rule 107 *ibid*.

### **Sale Notification**

1. Inspection of the undermentioned property will be facilitated on 7th June 2016 between 11-00 a.m. to 1-00 p.m. Quotation / Tenders / Bids should be addressed to The Recovery Officer, The Greater Bombay Co-operative Bank Ltd. on or before 30th June 2016 till 11-00 a.m at Registered Office of R. C. Holder Bank, GBCB House, 89, Bhuleshwar, Mumbai 400 002. The terms and conditions of sale including prescribed form for bidding can be obtained from the authority on payment of Rs. 100 only.

**Description of Property** :— Flat No. C/408, 4th Floor, C-Wing Bldg.,  
Mahaveer Nagari-1, Opp. Tulsi Tower,  
Khadakpada, Kalyan (W.).

Area Adms. : 710 sq. ft. built up

Reserve Price : Rs. 37,99,000

2. Such bids will be opened on 30th June 2016 at 12-30 p.m. in the presence of the Bank Officials and bidders at Registered Office of Decree Holder Bank at GBCB House, 89, Bhuleshwar, Mumbai 400 002. The successful bidder is required to deposit the 15% earnest money of bid amount and remaining amount within a Thirty Days from the date of action failing which earnest money deposit is liable to be forfeited.

3. The Decree Holder Bank *vis-a-vis* a Special Recovery Officer, reserves the right to reject all or any tender without assigning any reason whatsoever.

4. Sale of subject property is strictly on “ As is, where is & Whatever it is basis ”.

5. Bidder should conduct due diligence of the property prior to participation in the auction and thereafter neither the Executing Court nor the R. C. Holder Bank will entertain any sort of complaint or dispute in respect of subject property. Successful bidder will have to deal it on his/her/their own cost and consequences.

The stipulation herein above laid down shall be binding & abided by without allowance whatsoever except with the concurrence of the Decree Holder Bank *vis-a-vis*. The Special Recovery Officer, which need be noted.

Given under hand & seal of this office at Mumbai this Thursday, 26th May 2016.

KETAN PURAO,  
Recovery Officer,  
Co-operative Department, Mumbai,  
Government of Maharashtra  
(Deemed to be Civil Court u/s. 156 *ibid*).

**Serial No. 95**

**ASHMORE-CENTRUM INDIA OPPORTUNITIES INVESTMENT  
ADVISERS PRIVATE LIMITED**

*Regd Office* : Unit No. 1103- 11th Floor (Tower 2- Wing A), One Indiabulls Centre,  
Senapati Bapat Marg, Mumbai 400 013

**Public Notice**

Notice is hereby given pursuant to sec-485(1) of the Companies Act, 1956 that Ashmore Centrum India Opportunities Investment Advisers Private Limited has passed the following special resolution commencing its voluntary winding up at the extraordinary general meeting of members on Monday, 28th March 2016 at 11-30 a.m. at the registered office of the company at unit No. 1103, 11th Floor, (Tower 2-Wing-A), One Indiabulls Centre, Senapati Bapat Marg, Mumbai 400 013.

“Resolved as a special resolution that pursuant to the provisions of the Section 484 (1)(b) and other applicable provisions of the Companies Act, 1956, the consent of the members of the Company be and is hereby accorded to wind up the affairs of the Company as members’ voluntary winding up.

Resolved further that Audited Balance Sheet, Profit & Loss Account for the period commencing April 01, 2014 and ending March 31, 2015 be and is hereby considered for the purpose of winding up of the affairs of the Company, and Statement on the estimated realizable value of Assets and Liabilities payable thereto by the Company as on February 29, 2016 be and is hereby confirmed, approved & adopted.”

None of the directors is/are interested in Special Resolution passed.

*for* ASHMORE-CENTRUM INDIA  
OPPORTUNITIES INVESTMENT ADVISERS  
PRIVATE LIMITED,  
Director.

Place: Mumbai,  
Date : 8th April 2016

FORM NO. 151

[See Rule 315]

**MEMBERS’ VOLUNTARY WINDING UP**

Notice of appointment of liquidator pursuant to sec-516

Name of the company	: Ashmore-Centrum India Opportunities Investment Advisers Private Limited.
Nature of Business	: Asset Management Company- to act as investment manager for the offshore and onshore funds (Venture Capital fund).
Address of the regd. office	: Unit No. 1103-11th Floor (Tower 2-Wing A), One Indiabulls Centre, Senapati Bapat Marg, Mumbai-400 013.
Name and address of the liquidator(s).	: Adv. Abhishek Bansal and/or Adv. Ashutosh Gupta.
Date of Appointment	: 28th March 2016.
By whom appointed	: Members at the Extraordinary General Meeting of the company held on 28th March 2016.

Place: Mumbai  
Date: 8th April 2016

ADV. ABHISHEK BANSAL / ADV. ASHUTOSH GUPTA,  
Provisional Liquidator(s).

**Serial No. 96**

**अॅशमोर-सेन्ट्रम इंडिया ऑपोच्युनिटीज इनव्हेस्टमेंट अॅडव्हाजर्स प्रायव्हेट लिमिटेड**

**नोंदणीकृत कार्यालय :** युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई-४०० ०१३

**जाहीर सूचना**

कंपनी कायदा, १९५६ च्या कलम ४८५ (१) नुसार येथे सूचना देण्यात येत आहे की, अॅशमोर-सेन्ट्रम इंडिया ऑपोच्युनिटीज इनव्हेस्टमेंट अॅडव्हाजर्स प्रायव्हेट लिमिटेडने कंपनीचे नोंदणीकृत कार्यालय युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई ४०० ०१३ येथे सोमवार, दिनांक २८ मार्च २०१६ रोजी स. ११-३० वा. झालेल्या सदस्यांच्या विशेष सर्वसाधारण सभेत त्यांचे ऐच्छिकरित्या कारभार बंद करणेस प्रारंभास खालील विशेष ठराव मंजूर केला.

विशेष ठराव मंजूर करण्यात आला की, कंपनी कायदा, १९५६ च्या कलम ४८४ (१) (ब) व इतर लागू तरतूदीनुसार कंपनीच्या सदस्यांची अनुमती घेणे आणि सदस्यांची ऐच्छिकरित्या कारभार गुडांळण्यासाठी कंपनीचे सर्व कारभार बंद करणे.

पुढे ठराव करण्यात आला की, १ एप्रिल २०१४ पासून प्रारंभ व ३१ मार्च, २०१५ रोजी समाप्त कालावधीकरिता लेखापरिक्षित ताळेबंद पत्रक, नफा व तोटा खाते हे कंपनीचे सर्व कारभार बंद करण्याच्या उद्देशाकरिता विचारात घेणे आणि २९ फेब्रुवारी २०१६ रोजी प्रमाणे कंपनीद्वारे देय मालमत्ता व दायित्वाचे अंदाजित मूल्यावरील अहवाल निश्चित करणे, मान्यता देणे व स्विकारणे.

विशेष ठराव मंजूरीत कोणत्याही संचालकाने हित दाखविले नाही.

मुंबई,  
दिनांक ८ एप्रिल २०१६.

अॅशमोर-सेन्ट्रम इंडिया ऑपोच्युनिटीज इनव्हेस्टमेंट  
अॅडव्हाजर्स प्रायव्हेट लिमिटेड करिता.  
संचालक,

**नमुना क्र. १५१**

(पहा नियम ३१५)

सदस्यांचे ऐच्छिकरित्या कारभार गुडांळणे

कलम ५१६ नुसार परिसमापकाची नियुक्तीची सूचना

कंपनीचे नाव	: अॅशमोर-सेन्ट्रम इंडिया ऑपोच्युनिटीज इनव्हेस्टमेंट अॅडव्हाजर्स प्रायव्हेट लिमिटेड
व्यवसायचे स्वरूप	: मालमत्ता व्यवस्थापन कंपनी-ऑफशोर व इनशोर फंड्स (वेन्चर कॅपिटल फंड) करिता गुंतवणूक व्यवस्थापक म्हणून कार्यरत.
नोंदणीकृत कार्यालयाचा पत्ता	: युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई-४०० ०१३.
परिसमापकाचे नाव व पत्ता	: अॅड. अभिषेक बन्सल आणि / किंवा अॅड. आशुतोष गुप्ता
नियुक्ती दिनांक	: २८ मार्च २०१६
कोणाद्वारे नियुक्त	: २८ मार्च २०१६ रोजी झालेल्या कंपनीच्या विशेष सर्वसाधारण सभेत सदस्यांद्वारे.

मुंबई,  
दिनांक ८ एप्रिल २०१६.

अॅड. अभिषेक बन्सल/अॅड. आशुतोष गुप्ता,  
तात्पुरते परिसमापक.

**Serial No. 97**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION No.980 OF 2014

In the matter of Sections 433, 434 and 439 (e) of The  
Companies Act, 1956.

AND

In the matter of winding up of EVEREST PHOTO  
OFFSET LIMITED a Company governed by and  
incorporated under The Companies Act, 1956  
having its registered office at 357/358, A/2 Shah &  
Nahar, Industrial Estate, 3rd Floor, Sitaram Jadhav  
Road, Lower Parel, Mumbai 400 013 and also  
carrying on business from A 342, TTC Industrial  
Area, Mahape, Navi Mumbai.

CIN No. U22219MH1987PLC043896

*. . . Company.*

SHAMBHULAL A. SHAH & COMPANY,  
a partnership firm duly registered under  
The Indian Partnership Act, 1932 having its office at  
75 Atlanta, Building, 7th Floor, Nariman Point, Mumbai 400 021  
and also having their office and carrying on business  
from 43, Poddar Chambers, 109, S.A. Brelvi Road,  
Fort, Mumbai 400 001.

*. . . Petitioners.*

**ADVERTISEMENT OF PETITION**

A Petition for the Winding up of the abovenamed Company, was presented on 31st day of December, 2013 by the Petitioner abovenamed a creditor of the Company and the said Petition was admitted on 14th June 2016, and the same is now fixed for hearing before the Company Judge on 1st day of August, 2016 at 11 a.m. in the forenoon or soon thereafter.

Any Person(s)/Creditor or contributory desirous of supporting or opposing the said petition should send to the Petitioner or his Advocate at his office address mentioned hereunder, a notice of their intention signed by him or his Advocate with his full name and address, so as to reach the Petitioner or his Advocate mentioned here under not later than five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any creditor or contributory on payment of the prescribed charges for the same. Any affidavit intended to be used in opposition and/or in support to the Petition, should be filed in Court and a copy thereof served on the Petitioner's Advocate, not less than five days before the date fixed for the hearing.

dated this 25th day of June, 2016.

PRASHANT H. CHANDE,  
Advocate for Petitioner.

201, Camy House,  
3, Dhus Wadi, Dhobitalao,  
Mumbai 400 002.



**Serial No. 98**

**ASHMORE-CENTRUM FUNDS TRUSTEE COMPANY PRIVATE LIMITED**

*Regd. Office :* Unit No. 1103, 11th Floor (Tower-2, Wing-A), One Indiabulls Centre,  
Senapati Bapat Marg, Mumbai 400 013.

**PUBLIC NOTICE**

Notice is hereby given pursuant to section 485 (1) of the Companies Act, 1956 that Ashmore-Centrum Funds Trustee Company Private Limited has passed the following special resolution commencing its voluntary winding up at the extraordinary general meeting of members on Monday, 28th March 2016 at 11-00 a.m. at the Registered Office of the company at unit No. 1103, 11th Floor (Tower-2, Wing-A), One Indiabulls Centre, Senapati Bapat Marg, Mumbai 400 013.

“RESOLVED AS A SPECIAL RESOLUTION THAT pursuant to the provisions of the Section 484 (1)(b) and other applicable provisions of the Companies Act, 1956, the consent of the members of the Company be and is hereby accorded to wind up the affairs of the Company as members' voluntary winding up.

RESOLVED FURTHER THAT Audited Balance Sheet, Profit & Loss Account for the period commencing April 01, 2014 and ending March 31, 2015 be and is hereby considered for the purpose of winding up of the affairs of the Company, and Statement on the estimated realizable value of Assets and Liabilities payable thereto by the Company as on February 29, 2016 be and is hereby confirmed, approved & adopted.”

None of the directors is/are interested in Special Resolution passed.

**FOR ASHMORE-CENTRUM FUNDS  
TRUSTEE COMPANY PRIVATE LIMITED,**  
Director.

Place : Mumbai,  
Date : 8th April 2016.

**FORM No. 151**

[See Rule 315]

**MEMBERS' VOLUNTARY WINDING UP**

Notice of appointment of liquidator pursuant to section 516

Name of the Company	: Ashmore-Centrum Fund Trustee Company Private Limited.
Nature of Business	: Trustee Company.
Address of the regd. office	: Unit No. 1103, 11th Floor (Tower-2, Wing-A), One Indiabulls Centre, Senapati Bapat Marg, Mumbai 400 013.
Name and address of the liquidator(s)	: Adv. Abhishek Bansal and/or Adv. Ashutosh Gupta.
Date of Appointment	: 28th March 2016.
By whom appointed	: Members at the Extraordinary General Meeting of the Company held on 28th March 2016.

Place: Mumbai,  
Date: 8th April 2016.

**ABHISHEK BANSAL / ADV. ASHUTOSH GUPTA,**  
Provisional Liquidator(s).

**Serial No. 99**

**SIGRUN HOLDINGS LIMITED**

CIN: L24231MH1993PLC233757

*Regd. Off.* : B/12, Shree Devadiga Co-Op. Hsg. Soc., Om Nagar, Sahar, Andheri (E.), Mumbai  
Mumbai City MH 400099 IN

**Notice**

Notice is hereby given for general information that the members of the Sigrun Holdings Limited at an 23rd Annual General Meeting of the Company held on 24th June 2016 at its registered office, have passed the following resolution to wind up the above company voluntarily.

“RESOLVED THAT pursuant to provisions of section 484 (1) (b) of the Companies Act, 1956 and any other relevant provisions of the Companies Act read with any amendments, enactments, rules and regulations made thereunder read with Articles of Association of the Company, consent of the Members of the Company be and is hereby accorded to wind-up the affairs of the Company as Members’ voluntarily winding-up.

RESOLVED FURTHER THAT pursuant to the provisions of Section 490 of the Companies Act, 1956, India Law Alliance (Law Firm) be appointed as ‘the Liquidator’ of the Company for the purpose of the members’ voluntary winding up of the affairs of the Company and be authorised to exercise all the powers, observe such duties and responsibilities as per the provisions of the Companies Act, 1956 and/ or Companies Act, 2013 and provisions of any other applicable acts, rules and regulation as may be applicable for the time being in force to effectively wind up the affairs of the Company at a remuneration of Rs. 2,50,000 (Rupees Two Lakhs Fifty Thousand Only) in addition to the actual out of pocket expenses incurred during the winding up of the affairs of the Company.

RESOLVED FURTHER THAT as per provisions of Section 491 of Companies Act, 1956 with appointment of India Law Alliance (Law Firm) as the Liquidator of the Company all the powers of Board of Directors of the Company shall cease except to the extent provided under Section 493 of Companies Act, 1956.

RESOLVED FURTHER THAT India Law Alliance (Law Firm) be and are hereby authorized to do all such acts, deeds and things as may be necessary for winding up of the affairs of the Company”.

By order of the Board

*For* Sigrun Holdings Limited

Place : Mumbai,

Date : 29th June 2016.

MUNINDER KUNDAN,

Director.

**Serial No. 100**

**MULTI COMMODITY EXCHANGE OF INDIA LIMITED  
Mumbai**

Pursuant to the repeal of Forward Contracts (Regulation) Act, 1952, Forward Contracts (Regulation) Rules, 1954 and dissolution of Forward Markets Commission w.e.f. 28th September 2015, and in compliance of circulars issued by the Securities and Exchange Board of India, (SEBI), the Multi Commodity Exchange of India Limited (hereinafter referred to as “ the MCX ” or “ the Exchange ”) had made amendments in the Bye-laws of the Exchange, subject to approval of SEBI under the Securities Contracts (Regulation) Act, 1956 (SCRA), which were pre-published in the *Gazette* of India dated 27th February 2016 and 19th March 2016.

In furtherance of the said amendments, it is proposed to make the following amendments in the Bye-laws of the Exchange subject to approval of SEBI under SCRA. The proposed amendments are published as per clause Rule 18 of Securities Contracts (Regulation) Rules, 1957 for information/public comments/criticism. Any person having any comments/observations on the proposed amendments to the Bye-laws may send the same in writing to the undersigned at Multi Commodity Exchange of India Limited, Exchange Square, Suren Road, Chakala, Andheri (East), Mumbai 400 093 or through email to [LD-gazette@mcxindia.com](mailto:LD-gazette@mcxindia.com) within fifteen days from the date of this publication. The comments/ observations received after the fifteenth day will not be considered and the draft will be taken into consideration immediately after the expiry of fifteen days.

**PROPOSED AMENDMENT TO THE BYE-LAWS OF THE MULTI COMMODITY EXCHANGE OF INDIA LIMITED**

1. In the Bye-laws of the Multi Commodity Exchange of India Limited (herein after referred to as “ the MCX Bye-laws ”), in the sentence above Bye-law 1, the words, symbols and numbers “ powers conferred by Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) and with the previous approval of the Forward Markets Commission and ” shall be deleted.

2. In Bye-law 1 of the MCX Bye-laws,—

(i) in Bye-law 1.2 as so amended,—

(a) the words, symbols and numbers “ Forward Markets Commission established by the Government of India in accordance with the Forward Contracts (Regulation) Act, 1952 (hereinafter referred to as “ the FCRA ”) / ” shall be deleted;

(b) for the word “ and ” occurring after the symbols and words ‘(hereinafter referred to as “ the SEBI Act ”)’ the words “ or the ” shall be substituted;

(ii) in Bye-law 1.3 as so amended,—

(a) the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952 (hereinafter referred to as “ the FCRA ”), the Forward Contracts (Regulation) Rules, 1954 (hereinafter referred to as “ the FCRR ”), and the Rules made by the Exchange there under,” shall be deleted;

(b) the words “ FCRA, the FCRR ” shall be deleted;

(c) the words and symbol “ Rules, Business Rules/Regulations of the Exchange,” shall be deleted;

(d) the words and symbols “ Forward Markets Commission (hereinafter referred to as “ the Commission ”) and/ or ” shall be deleted;

(iii) in Bye-law 1.4 as so amended,—

(a) the words, symbols and numbers, wherever it occurs “ Forward Contracts (Regulation) Act, 1952 / Forward Contracts (Regulation) Rules, 1954/ ” shall be deleted.

3. In Bye-law 2 of the MCX Bye-laws,—

(i) in Bye-law 2.1.1 as so amended, the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952 and the Rules framed thereunder,” shall be deleted;

- (ii) in Bye-law 2.3.5, the words “ of the recognized Exchange ” shall be deleted;
  - (iii) in Bye-law 2.3.11 as so amended, the words, symbols and numbers “ the Forward Contracts (Regulation) Act, 1952 and the Rules framed thereunder,” shall be deleted;
  - (iv) in Bye-law 2.3.15 as so amended,—
    - (a) the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952 read with Forward Contracts (Regulation) Rules, 1954,” shall be deleted;
    - (b) the words “the Commission” shall be deleted;
  - (v) in Bye-law 2.3.15(a) as so amended,—
    - (a) the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952, Forward Contract (Regulation) Rules, 1954, directives issued by the Commission,” shall be deleted;
    - (b) the word and symbol “ Commission/ ” shall be deleted;
  - (vi) in Bye-law 2.3.30 as so amended, the words “the FMC or” shall be deleted;
  - (vii) in Bye-law 2.3.44 as so amended, the words and symbol “ Forward Markets Commission/ ” shall be deleted;
  - (viii) the Bye-law 2.3.46 shall be deleted;
  - (ix) the Bye-law 2.3.49 shall be deleted;
  - (x) the Bye-law 2.3.50 shall be deleted;
  - (xi) in Bye-law 2.3.51 as so amended, the words “FCRA or” shall be deleted;
  - (xii) after Bye-law 2.3.69 as so amended, the following Bye-law shall be inserted, namely :—
    - ‘ 2.3.69 (i). ‘ Netting ’ means the determination by Clearing House of the Exchange / Clearing Corporation of net payment or delivery obligations of the clearing members of the Exchange or Clearing Corporation by setting off or adjustment of the inter se obligations or claims arising out of buying and selling of commodity derivatives or any other securities including the claims and obligations arising out of the termination by the Exchange or Clearing Corporation in such circumstances as the Exchange or Clearing Corporation may specify in the bye-laws, of the transactions admitted for settlement at a future date, so that only a net claim be demanded, or a net obligation be owed.’;
  - (xiii) in Bye-law 2.3.86, the words “ the Forward Markets Commission under the Forward Contracts (Regulation) Act, 1952,” shall be deleted;
4. In Bye-law 3 of the MCX Bye-laws,
- (i) for Bye-law 3.1.2, the following Bye-law shall be substituted, namely:—
    - ‘ 3.1.2. **CONCILIATION AND ARBITRATION** All Claims, differences or disputes between the Members inter-se and between the Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Business Rules of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into shall be submitted to arbitration in accordance with the provisions of these Bye laws and Business Rules. The Exchange shall be entitled to facilitate arbitration for such disputes between the parties as mentioned in the provision of Byelaws, including the arbitration reference filed by the Member against the order of the Investor Grievance Redressal Committee (IGRC), by adopting such procedures as prescribed in the Bye laws, Business Rules or Circulars issued by the Exchange. For that purpose, the Board or a committee constituted by it may provide for;’;
  - (ii) in Bye-law 3.3, after the words “ in relation to such contract notes.” The following words shall be inserted, namely:—
    - “ The provisions of this Bye-law shall not object the jurisdiction of any court deciding any dispute as between members and their constituents to which the Exchange is not a party.”;

(iii) for Bye-law 3.4, the following Bye-law shall be substituted, namely :—

‘3.4. The arbitration and appellate arbitration shall be conducted at the regional arbitration centre of the Exchange nearest to the address provided by investor/client in the KYC form or as per the change of address communicated thereafter by the investor/client to the Member.’;

(iv) in Bye-law 3.8, the word “FMC” shall be deleted;

(v) in Bye-law 3.10, the words “FCRA and the Rules framed thereunder” shall be deleted;

(vi) in Bye-law 3.11, the words “FCRA and the Rules framed thereunder” shall be deleted;

5. In Bye-law 4 of the MCX Bye-laws,—

(i) in Bye-law 4.1 as so amended, the words “ the Forward markets Commission or” shall be deleted;

(ii) in Bye-law 4.2, the words “the Forward Markets Commission or” shall be deleted;

(iii) in Bye-law 4.14 , the words “Forward Markets Commission or” shall be deleted;

(iv) in clause b of Bye-law 4.18, the words “ the Forward Markets Commission or” shall be deleted;

(v) in clause a of Bye-law 4.21 as so amended, the words “ the FCRA or” shall be deleted;

(vi) in Bye-law 4.24 as so amended, the words “the Forward Markets Commission or” shall be deleted.

6. In Bye-law 5 of the MCX Bye-laws, in Bye-law 5.16.1, in clause h, for the word “FMC” the word “SEBI” shall be substituted;

7. In Bye-law 6 of the MCX Bye-laws, in Bye-law 6.4 as so amended, the words and symbol “F.C.R. Act and/or” shall be deleted.

8. In Bye-law 7 of the MCX Bye-laws, in Bye-law 7.2 as so amended, the words “ by the FMC under the F.C.R. Act or” shall be deleted;

9. In Bye-law 9 of the MCX Bye-laws, after Bye-law 9.16 as so amended, the following Bye-laws shall be inserted, namely :—

**‘9.17. Settlement and netting.**

9.17.1 The payment and settlement in respect of a transaction in the Exchange shall be determined in accordance with the netting or gross procedure as specified in the bye-laws of the Exchange with the prior approval of the Securities and Exchange Board of India.

“netting” means the determination of net payment or delivery obligations of the clearing members by setting off or adjustment of the inter se obligations or claims arising out of buying and selling of contracts traded on the Exchange including the claims and the obligations arising out of termination of the contracts, so that only a net claim be demanded, or a net obligation be owed.

9.17.2 Payment and settlement in respect of a transaction between parties referred to in sub-clause (1), effected under the bye-laws of the Exchange or Clearing Corporation, shall be final, irrevocable and binding on such parties.

9.17.3 When a settlement has become final and irrevocable, the right of the Exchange, to appropriate any collaterals or deposits or margins contributed by the trading member, clearing member or client towards its settlement or other obligations in accordance with the bye-laws of the Exchange take priority over any other liability of or claim against the said trading member, clearing member or client, as the case may be.

*Explanation.*— For removal of doubts, it is hereby declared that the settlement, whether gross or net, referred to in this bye-law is final and irrevocable as soon as the money, commodity, securities or other transactions payable as a result of such settlement is determined, whether or not such money, commodity, securities or other transactions are actually paid.

10. In Bye-law 12 of the MCX Bye-laws,—

(i) for Bye-law 12.2.1, the following words, symbols and numbers shall be substituted, namely:—

“ a. The initial contribution to SGF by the Exchange will be equivalent to 5% of the sum total of the Gross Revenues (net of Income Tax to be paid by the Exchange) of the Exchange for the preceding financial years starting from Financial Year 2007-08 or from the date when the Exchange was set-up, till Financial Year 2012-13, subject to a minimum of Rs. 10 crores.

- b. Base Minimum Capital of members.
- c. Interest accrued on Base Minimum Capital.
- d. All settlement related penalties charged by the Exchange from members with effect from 1st September, 2013.
- e. The annual contribution by the Exchange will be 5% of its Gross Revenue of the previous year with effect from 1st April, 2014. In case the Exchange is having sufficient funds available in the Settlement Guarantee Fund to meet the contingent risk, then the Exchange will not make any contribution.

f. Interest amount and any other income accrued on the investment of funds shall also be credited to SGF.

g. The margin collected by the Exchange from the members shall not be part of SGF.”;

(ii) in Bye-law 12.2.5, for the words “security deposit”, the word “SGF” shall be substituted.

11. In Bye-law 12A of the MCX Bye-laws,—

(i) in Bye-law 12A.7, after the words “by the Exchange”, the words “and permitted by SEBI” shall be inserted;

(ii) in Bye-law 12A.14,

(a) for the words “that the fide”, the words “about the claim” shall be substituted;

(b) after the words “to be made to the claimants.”, the following words, symbols and numbers shall be inserted, namely;

“The Trustees shall make monetary relief from the IPF to the investors/clients in accordance with bye-law 14C.4.7 or as may be stipulated by SEBI from time to time.”;

(iii) in Bye-law 12A.23,

(a) in clause (e), for the word “property”, the word “fund” shall be substituted;

(b) for clause (f), the following words and symbols shall be substituted, namely :—

“f. Cost and expenses incurred for

(i) settlement of claims of bonafide / legitimate clients/ investors of members of the Exchange,

(ii) advertisements (including those for inviting claims for compensation), training, educational literature, brochures, publication of books and periodicals for awareness and investor protection on security /commodity derivative market, and

(iii) creating awareness and educating general public and other stakeholders through various means including use of media, advertisements, holding programs/ seminars/ meetings etc. about the benefits of trading on the Exchange”.

12. In Bye-law 14 of the MCX Bye-laws,

(i) in Bye-law 14.2.4 as so amended, after the words “or the provisions of”, the words, symbols and numbers “the Forward Contracts (Regulation) Act, 1952, and the Rules made thereunder and any directions issued by the Forward Markets Commission and/or” shall be deleted;

(ii) in Bye-law 14A.4.4, as so amended, in clause (d), after the words “under the provisions of the”, the words “FCRA or” shall be deleted;

(iii) in Bye-law 14B.9 as so amended,—

(a) after the words “be required under”, the words and symbol “FCRA, FCRR” shall be deleted;

(b) after the words “SEBI Act and”, the word and symbol “Bye-laws,” shall be deleted;

(c) after the words “directions issued”, the words and symbol “from the FMC/” shall be deleted;

(d) before the word “SEBI”, the word “by” shall be inserted.

13. All the remaining existing bye-laws of the MCX (not the subject matter of the present amendment) shall be submitted to SEBI for approval under SCRA.

Place : Mumbai,  
Date : 30th June 2016.

DR. RAGHAVENDRA PRASAD,  
Sr. Vice President (Legal).

**MULTI COMMODITY EXCHANGE OF INDIA LIMITED**  
**Mumbai**

Pursuant to the repeal of Forward Contracts (Regulation) Act, 1952, Forward Contracts (Regulation) Rules, 1954 and dissolution of Forward Markets Commission w.e.f. 28th September 2015, and in compliance of circulars issued by the Securities and Exchange Board of India, (SEBI), the Multi Commodity Exchange of India Limited (hereinafter referred to as “the MCX” or “the Exchange”) had made amendments in the Rules of the Exchange, subject to approval of SEBI under the Securities Contracts (Regulation) Act, 1956 (SCRA), which were pre-published in the *Gazette of India*, dated 27th February 2016 and 19th March 2016.

In furtherance of the said amendments, it is proposed to make the following amendments in the Rules of the Exchange subject to approval of SEBI under SCRA. The proposed amendments are published as per clause 10 of SEBI's Circular CIR/MRD/DSA/33/2012, December 13, 2012 for information/public comments/criticism. Any person having any comments/observations on the proposed amendments to the Rules may send the same in writing to the undersigned at Multi Commodity Exchange of India Limited, Exchange Square, Suren Road, Chakala, Andheri (East), Mumbai 400 093 or through email to LD-gazette@mcxindia.com within fifteen days from the date of this publication. The comments/observations received after the fifteenth day will not be considered and the draft will be taken into consideration immediately after the expiry of fifteen days.

**PROPOSED AMENDMENT TO THE RULES OF THE MULTI COMMODITY EXCHANGE OF INDIA LIMITED**

1. In the Rules of the Multi Commodity Exchange of India Limited (herein after referred to as “the MCX Rules”), in the sentences above Rule 1, as so amended, the following words, numbers and symbols shall be deleted, namely :—

“exercise of the powers conferred by Section 6 (3) of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), and with the previous approval of the Forward Markets Commission and in,”.

2. In Rule 1 of the MCX Rules,-

(i) in sub-rule (b), for the words and symbols “and or the Forward Markets Commission (hereinafter referred to as “FMC” or “Commission”)", the following words and symbols shall be substituted, namely:-

“or the Securities and Exchange Board of India (hereinafter referred to as “the SEBI”);

(ii) in sub-rule (c), as so amended

(a) after the words “These Rules shall be in addition to the provisions of”, the following words, symbols and numbers shall be deleted, namely :—

“the Forward Contracts (Regulation) Act, 1952, the Forward Contracts (Regulation) Rules, 1954 and ”;

(b) after the words “These Rules shall at all times be read subject to the provisions of the”, the following words, symbols and numbers shall be deleted, namely :—

“Forward Contracts (Regulation) Act, 1952 (hereinafter referred to as ‘FCRA’), the Forward Contracts (Regulation) Rules, 1954 (hereinafter referred to as ‘FCRR’),”;

(c) after the words “Government of India”, the words and symbols “and/or FMC” shall be deleted;

(iii) in sub-rule (d), as so amended

(a) after the words “Rules of the Exchange and the provisions of”, the words “FCRA or” shall be deleted;

(b) after the words “the provisions of”, the following words the words “FCRA or” shall be deleted.

3. In Rule 2 of the MCX Rules,-

(i) in sub-rule (ha), as so amended, after the words “Exchange and these shall be subject to the provisions of”, the following words, symbols and numbers shall be deleted, namely :—

“the Forward Contracts (Regulation) Act, 1952, Forward Contracts (Regulation) Rules, 1954, directives issued by the Commission,”;

(ii) in sub-rule (i),-

(a) after the words “ to the provisions of the,”, the following words, symbols and numbers shall be deleted, namely :—

“ Forward Contracts (Regulation) Act, 1952 read with Forward Contracts (Regulation) Rules, 1954, and/or ”;

(b) after the words “ as approved by the ”, the word “ Commission/ ” shall be deleted;

(iii) in sub-rule (m) as so amended, after the words “ or under the ” the words and symbol “ FCRA and /or ” shall be deleted;

(iv) in sub-rule (n) as so amended, after the words “ of the Company ” the words “ and already approved by the FMC or ” shall be deleted;

(v) in sub-rule (q), as so amended, after the words “ approved by the ”, the words “ Forward Markets Commission ” shall be deleted;

(vi) sub-rule (t) shall be deleted.

(vii) in sub-rule (af), the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952,” shall be deleted;

(viii) in sub-rule (ai), the words, symbols and numbers “ FC(R) Act, 1952 and Rules thereunder and/or ”, shall be deleted.

4. In Rule 3 of the MCX Rules as so amended, after the words “ subject to the provisions of ” the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952 and Rules made thereunder and/or ” shall be deleted.

5. In Rule 4 of the MCX Rules, after the words “ as may be specified by ” the words “ the SEBI ” shall be inserted.

6. In Rule 19 of the MCX Rules, in sub-rule (f)-

(i) in clause (a) as so amended, after the words “ settle such deals only ”, the following proviso shall be inserted, namely:-

“ Provided that such a Trading-cum-Clearing Member of the Exchange shall be required to become a member of a recognized clearing corporation from such date as may be specified by the Exchange and/or the SEBI.”;

(ii) in clause (b) as so amended, after the words “ on account of Trading-cum-clearing members or Trading Members.” the following proviso shall be inserted, namely:-

“ Provided that such a Trading-cum-Clearing Member of the Exchange shall be required to become a member of a recognized clearing corporation from such date as may be specified by the Exchange and/or the SEBI.”;

(iii) in clause (c) as so amended, after the words “ by other Trading-cum-clearing members or Trading members.” the following proviso shall be inserted, namely:-

“ Provided that such a Trading-cum-Clearing Member of the Exchange shall be required to become a member of a recognized clearing corporation from such date as may be specified by the Exchange and/or the SEBI.”;

7. In Rule 21 of the MCX Rules,-

(i) in sub-rule (viii), for the words and symbol “ FC(R) Act ” the words “ SCR Act ” shall be substituted.

8. In Rule 36 of the MCX Rules, in sub-rule (d),

(i) in clause 5.4, for the word “ Commission ”, the word “ SEBI ” shall be substituted;

(ii) in clause 7.1, in sub-clause (g), as so amended,

(a) after the words “ Member for violations of the ”, the words, symbols and numbers “ Forward Contracts (Regulation) Act, 1952/ ” shall be deleted;

(b) after the words “ Exchange or directions of the ”, the word and symbol “ Commission ” shall be deleted.

9. All the remaining existing Rules of the MCX (not the subject matter of the present amendment) shall be submitted to SEBI for approval under SCRA.

Place : Mumbai,  
Date : 30th June 2016.

DR. RAGHAVENDRA PRASAD,  
Sr. Vice President (Legal).



**Serial No. 101**

**SIYARAM SILK MILLS LIMITED**

**Notice**

**REGD. OFFICE :** H-3/2, MIDC, A-ROAD, TARAPUR, BOISAR, PALGHAR 401506,  
MAHARASHTRA

Notice is hereby given that the certificates for the under mentioned securities of the Company have been lost/mislaidd and the holder(s) of the said securities/applicant(s) has/have applied to the Company to issue duplicate certificates.

Any person who has a claim in respect of the said securities should lodge such claim with the company at its Registered office within 15 days from this date, else the Company will proceed to issue duplicate certificates without further intimation.

Name of the Holders (1)	Kind of Securities and Face Value (2)	No. of Securities (3)	Distinctive Nos. (4)
Archana Anand Udeshi, Bhanubai Bhagwandas Kapadia (Decd) & Bina Narendra Asher (Decd)	Equity shares of Rs. 10/- each	300	977713 – 812 2359153 – 162 3474271 – 360 6276827 – 926

Place: Mumbai,  
Date: 28th June 2016.

ARCHANA ANAND UDESHI

**Serial No. 102**

**TATA CHEMICALS LIMITED**

**REGD OFFICE:** BOMBAY HOUSE, 24 HOMI MODY STREET, MUMBAI 400001

**Notice**

Notice is hereby given that certificates for the under mentioned securities of the Company have been lost/ misplaced and the holder of the said securities/applicant has applied to the Company to issue duplicate certificates.

Any person who has a claim in respect of the said securities should lodge such claim with the company at its Registered office within 15 days from this date, else the Company will proceed to issue duplicate certificates without further intimation.

Name of the Holder: Suryakant Ambalal Patel, Kind of Securities & Face Value: Equity Shares of Rs. 10/- each, No. of Securities: 1260, Distinctive Nos.:10897785-794, 16677890-909, 21460582-593, 63681375-396, 150218350-449, 82645195-244, 102245195-244, 48195353-454, 10897745-784, 16677810-889, 21460534-581, 63681497-574, 150218659-868, 27687348-441, 38469885-978, 82645245-369 & 102245245-369.

Place: Anand (Gujarat),  
Date: 28 June 2016.

SURYAKANT AMBALAL PATEL

**Serial No. 103**

FORM No. 155

(See Rule 329)

**Members Voluntary Winding Up**

**VISHWARAJ LEASING AND FINANCIALS PRIVATE LIMITED**

**(in Liquidation)**

**Notice Convening Final Meeting**

Notice is hereby given in pursuance of Section 497 of the Companies Act, 1956, that a general meeting of the members of the above named company will be held at the Registered Office of the Company situated at Sharada Center, 11/1, Erandwana Opp. Karve Road, Pune 411 004 on Tuesday, 16th day of August 2016 at 11-00 a.m. for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed off and of hearing any explanation that may be given by the Liquidator and also of determining by a special resolution of the Company, the manner in which the books, accounts and the documents of the Company and of the Liquidator shall be disposed off.

Dated this 15th day of June 2016.

*FOR* VISHWARAJ LEASING AND FINANCIALS PRIVATE LIMITED,  
AMIT P. PUNDE,  
Liquidator.

**Serial No. 104**

**अंशमोर-सेन्ट्रम फंड ट्रस्टी कंपनी प्रायव्हेट लिमिटेड**

**नोंदणीकृत कार्यालय :** युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई ४०० ०१३

**जाहीर सूचना**

कंपनी कायदा, १९५६ च्या कलम ४८५ (१) नुसार येथे सूचना देण्यात येत आहे की, अंशमोर-सेन्ट्रम फंड ट्रस्टी कंपनी प्रायव्हेट लिमिटेडने कंपनीचे नोंदणीकृत कार्यालय युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई ४०० ०१३ येथे सोमवार, दिनांक २८ मार्च, २०१६ रोजी स. ११-०० वा. झालेल्या सदस्यांच्या विशेष सर्वसाधारण सभेत त्यांचे ऐच्छिकरीत्या कारभार बंद करणेस प्रारंभास खालील विशेष ठराव मंजूर केला. —

विशेष ठराव मंजूर करण्यात आला की, कंपनी कायदा, १९५६ च्या कलम ४८४ (१) (ब) व इतर लागू तरतुदीनुसार कंपनीच्या सदस्यांची अनुमती घेणे आणि सदस्यांची ऐच्छिकरीत्या कारभार गुंडाळण्यासाठी कंपनीचे सर्व कारभार बंद करणे.

पुढे ठराव करण्यात आला की, १ एप्रिल २०१४ पासून प्रारंभ व ३१ मार्च, २०१५ रोजी समाप्त कालावधीकरिता लेखापरीक्षित ताळेबंद पत्रक, नफा व तोटा खाते हे कंपनीचे सर्व कारभार करण्याच्या उद्देशाकरिता विचारात घेणे आणि २९ फेब्रुवारी, २०१६ रोजी प्रमाणे कंपनीद्वारे देय मालमत्ता व दायित्वाचे अंदाजित मूल्यावरील अहवाल निश्चित करणे, मान्यता देणे व स्वीकारणे.

विशेष ठराव मंजुरीत कोणत्याही संचालकाने हित दाखविले नाही.

संचालक,

मुंबई,

दिनांक ८ एप्रिल २०१६.

अंशमोर-सेन्ट्रम फंड ट्रस्टी कंपनी प्रायव्हेट लिमिटेड करिता.

**नमुना क्र. १५१**

(पहा नियम ३१५)

सदस्यांचे ऐच्छिकरीत्या कारभार गुंडाळणे

कलम ५१६ नुसार परिसमापकाची नियुक्तीची सूचना

कंपनीचे नाव : अंशमोर-सेन्ट्रम फंड ट्रस्टी कंपनी प्रायव्हेट लिमिटेड

व्यवसायचे स्वरूप : विश्वस्त कंपनी

नोंदणीकृत कार्यालयाचा पत्ता : युनिट क्र. ११०३-११ वा मजला (टॉवर २- विंग ए), वन इंडियाबुल्स सेंटर, सेनापती बापट मार्ग, मुंबई ४०० ०१३.

परिसमापकाचे नाव व पत्ता : अॅड. अभिषेक बन्सल आणि / किंवा अॅड. आशुतोष गुप्ता

नियुक्ती दिनांक : २८ मार्च, २०१६

कोणाद्वारे नियुक्त : २८ मार्च, २०१६ रोजी झालेल्या कंपनीच्या विशेष सर्वसाधारण सभेत सदस्यांद्वारे.

ठिकाण : मुंबई,

दिनांक : ८ एप्रिल २०१६.

अॅड. अभिषेक बन्सल      अॅड. आशुतोष गुप्ता

तात्पुरते परिसमापक.

**Serial No. 105**

**METROPOLITAN STOCK EXCHANGE OF INDIA LIMITED**

(Formerly known as MCX STOCK EXCHANGE LIMITED)

Regd. Office: 4th Floor, Vibgyor Towers, Plot No. C-62, G Block,  
Bandra Kurla Complex, Bandra (E), Mumbai – 400098.

The Bye-laws of Metropolitan Stock Exchange of India Limited was amended at Meeting of its Board of Directors held on December 7, 2013 as below. These amendments were approved by SEBI *vide* its letter No. MRD/DSA/OW/11752/2016 dated April 22, 2016 after previous publication:

**I. After Chapter XIII, the following Chapter shall be inserted, namely:-**

**“Chapter XIII-A - Investor Grievance Redressal Mechanism**

**1. Definitions**

(a) ‘Committee Member’ shall mean a member of the Investor Grievance Redressal Committee.

(b) ‘Investor’ or ‘constituent’ shall mean a person who has traded on the Exchange and is constituent of a Member.

(c) ‘Investor Grievance Redressal Committee’ or ‘IGRC’ shall mean Committee constituted by the Board or the Relevant Authority for the purposes of redressal of investor grievances.

(d) ‘Regional Investor Service Centre’ or ‘RISC’ shall mean Centers specified at various locations by the Relevant Authority for redressal of investors grievances among other things, from time to time.

(e) ‘Member’ shall mean a Member of the Exchange and include a Stock Broker, Trading Member and Clearing Member.

**2. Cognizance and Redressal of Complaints by RISCs/IGRC**

(1) Any constituent having a grievance against a Member may make a complaint in such physical or electronic form as may be specified by the Relevant Authority.

(2) The Relevant RISC shall take cognizance of valid complaints containing the necessary particulars in the manner detailed herein after.

(3) The Exchange will endeavor to resolve the complaint of the constituent through a process of conciliation, in the first instance through the investor grievance cell at the relevant RISC and where not so redressed through the IGRC at the relevant center.

(4) Save as otherwise specified by the Relevant Authority, if the value of the claim, difference or dispute is more than Rupees Twenty Five Lakhs on the date of application, it shall be referred to Investor Grievance Redressal Committee comprising of three Committee Members and if the value of the claim, difference or dispute is upto Rupees Twenty Five Lakhs, the same shall be referred to a single Committee Member.

(5) Where such conciliation proceedings are not successful,

a. the IGRC may direct the Member to render required services, where the complaint is service related;

b. the IGRC shall determine the admissible claim value, if ascertainable, based on the material available on record before it, in any other case.

(6) The Relevant Authority may from time to time specify the procedure, method and timelines for redressal of grievances of Constituents.

(7) Upon determination of the admissible claim value, notwithstanding anything contained in the Bye-laws, the Stock Exchange shall debit from the deposits or other monies of the Trading Member lying with the Stock Exchange, the amount of admissible claim determined by the IGRC and keep aside the said amount in a separate account to be dealt with in such manner as mentioned in Bye-laws (36) and (37) of Chapter XIV.

(8) Where the Trading Member chooses not to refer the matter to arbitration under Chapter XIV or does not indicate his intention to do so within the time specified by the relevant authority, the amount debited under Bye-law 7 shall be paid to the Constituent.

(9) A member aggrieved by the determination of admissible claim value by the IGRC may file an arbitration application under Chapter XIV and thereupon all provisions of that Chapter shall apply to such arbitration.

(10) The relevant authority shall instruct the IPF Trust to release such interim sums of moneys to the Constituent as may be prescribed by SEBI or the Exchange, to cover whole or part of the admissible claim amount determined by the IGRC or by the arbitrator under Chapter XIV, pending final determination of their complaint.

(11) The relevant authority shall instruct the IPF Trust to receive or recover the moneys thus released to the Constituent, either singly or jointly with the Exchange, where the Constituent eventually loses in the arbitration proceedings or other legal proceedings emanating therefrom.

### **3. Places of IGRC**

(1) The Relevant Authority may specify the different centers of IGRC and the same shall be communicated from time to time.

(2) The premises/location where meetings of IGRC shall take place shall be such place as may be specified by the Exchange from time to time and intimated to the parties to the dispute accordingly.

### **4. Guidelines for Fair Practices/Code of Conduct for Committee Members**

(1) Persons appointed as Committee Members shall :—

(i) Act in a fair, unbiased, independent and objective manner

(ii) Maintain the highest standard of personal integrity, truthfulness, honesty and fortitude in discharge of his duties.

(iii) Disclose his interest or conflict in a particular case *i.e.* whether any party to the proceeding had any dealings with or is related to the Committee Member.

(iv) Shall not engage in acts discreditable to his responsibilities.

(v) Avoid any interest or activity which is in conflict with the conduct of his duties as a Committee Member.

(vi) Perform his duty in an independent and objective manner and avoid activities that may impair, or may appear to impair, his independence or objectivity.

(vii) Ensure that all the provisions of the SEBI Act, 1992 Securities Contract (Regulations) Act, 1956, and Bye-laws, rules and regulations framed there under and the circulars, directions issued by the board in respect of Investor Grievance Redressal.

(viii) Endeavour that the Decisions is passed with in the period stipulated by the Relevant Authority from time to time.

(ix) Endeavour that adjournments, if any, are granted as an exception rather than a rule and after recording the reasons thereof in writing.

(x) Ensure that the awards are detailed and well-reasoned.

(xi) Ensure that the principles of natural justice are followed.

## 5. Fees

The fees and expenses payable to Committee Member shall be as determined by the Relevant Authority or the Exchange from time to time.

## 6. Mode of Communication

(1) The Relevant Authority may from time to time specify the modes of service of notice, decision or other communication.

(2) Any notice, decision or other communication sent by the Exchange to any Member or Constituent shall be deemed to have been properly delivered or served at a time when such notice or communication would have been served in the usual course.

(3) Where such communication is returned to the Exchange as unclaimed/ refused/ undelivered, it shall be deemed to have been duly served on the Member or Constituent, as the case may be.

## 7. Implementation of Decision or Direction of the Committee

The Relevant Authority may from time to time specify the procedure and method for implementation of the decision or direction of the Committee.

## 8. Payment and reversal of Debited Amount to the Investors

The Relevant Authority may from time to time specify the procedure and method for payment of debited amounts to the Investors.

## 9. Exclusion

For removal of doubts, it is hereby clarified that the Exchange shall not be construed to be a party to the dealings, contracts and transactions referred to under these Byelaws, and the provisions of this Chapter or circular shall not apply in case of claims, differences or disputes between the Exchange and a Trading Member and no recourse shall lie between the Exchange and a Trading Member.”

II. For Chapter XIV, the following Chapters shall be substituted, namely:

## “CHAPTER XIV ARBITRATION

### 1. Definitions

(1) ‘Arbitrator’ shall mean a sole arbitrator or a panel of arbitrators.

(2) ‘Act’ shall mean the Arbitration and Conciliation Act, 1996 and includes any statutory modification, replacement or re-enactment thereof, for the time being in force.

(3) ‘Applicant’ means the person who makes the application for initiating arbitral proceedings.

(4) ‘Respondent’ means the person against whom the Applicant lodges an arbitration application, whether or not there is a claim against such person.

### 2. Reference to Arbitration

(1) All claims, differences or disputes between the Trading Members inter se and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Stock Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and

contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Bye-laws.

(2) All claims, differences or disputes between the Trading Members and Sub brokers and between Sub-brokers and Clients of Sub-brokers arising out of or in relation to dealings, contracts and transactions made subject to the Bye-laws, Rules and Regulations of the Stock Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Bye-laws.

*Explanation:* For the purpose of these Bye-laws, Sub-broker and Clients will have the respective meanings assigned by SEBI (Stock-Brokers and Sub-Brokers) Regulations, 1992, provided the Sub-brokers have obtained SEBI registration under the Trading Member of the Stock Exchange.

(3) All claims, differences or disputes between the Trading Members inter se, Trading Members and Constituents, whether or not registered as Participants, Constituents inter se, whether or not registered as Participants, arising out of or in relation to dealings, contracts and transactions executed or reported on the Wholesale Debt Market Trading Segment of the Stock Exchange and made subject to the Bye-laws, Rules and Regulations of the Stock Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Bye-laws :

Provided this Bye-law shall not in any way affect the jurisdiction of the Stock Exchange on the Trading Member, through whom such a Participant has dealt with or traded, in regard thereto and such Trading Member shall continue to remain responsible, accountable and liable to the Stock Exchange in this behalf.

(4) A Trading Member aggrieved by the determination of admissible claim value by the IGRC under Chapter XIII-A may submit his claim, difference or dispute with the Constituent to arbitration under this Chapter.

(5) The provisions of Bye-laws 2(1), 2(2), 2(3) and 2(4) of this Chapter shall become applicable to all claims, differences, disputes between the parties mentioned therein for all dealings, contracts and transactions made subject to the Bye laws, Rules and Regulations of the Stock Exchange provided such dealings, contracts and transactions had been entered into between the parties mentioned therein prior or to the date on which the Trading Member was either declared a defaulter or expelled or has surrendered his trading membership.

(6) All claims, differences or disputes arising between an Issuer and a Constituent in respect of such matters as may be specifically provided from time to time in the Listing Agreement as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('LODR Regulations') entered into by an Issuer with the Stock Exchanges, shall be submitted to arbitration in accordance with the provisions of these Bye-laws.

*Explanation:* For the purpose of these Bye-laws, the term 'Issuer' shall have the same meaning as defined in these Bye-laws and the term 'Constituent' shall mean the investor who has bought or sold, on the Stock Exchange, the securities of the Issuer in respect of which the claim, differences or dispute has arisen.

### **3. Provisions of these Bye-laws deemed to form part of all dealings, contracts and transactions**

In all dealings, contracts and transactions, which are made or deemed to be made subject to the Bye-laws, Rules, Regulations and various circulars, of the Stock Exchange, issued from time to time, the provisions relating to arbitration as provided in these Bye-laws shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in these Bye laws shall be submitted to arbitration as per the provisions of these Bye-laws.

### **4. Limitation period for reference of claims, differences or disputes for arbitration**

All claims, differences or disputes referred to in these Bye laws shall be submitted to arbitration within the period prescribed under the Limitation Act, 1963.

#### **Explanation:-**

(a) In cases where the date of claim, difference or dispute is not ascertainable, it shall be deemed to have arisen on the date of expiry of six months from the date of the transaction in respect of which the claim, difference or dispute has arisen.

(b) In cases where the date of claim, difference or dispute arising out of Bye-law 2(6) of Chapter XIV of the Bye-laws is not ascertainable, it shall be deemed to have arisen as follows :—

(i) In cases where the Issuer fails to communicate to the Constituent the transfer of shares, the date of dispute shall be deemed to have arisen on the date of expiry of six months from the date of expiry of 30 days from the date of lodgment of shares by the Constituent for transfer with the Issuer; or

(ii) In cases where the Issuer refuses to transfer the shares, the date of dispute shall be deemed to have arisen on the date of expiry of six months from the date of receipt of communication of Issuer refusing to transfer the shares in favour of the Constituent.

(iii) In cases where the Issuer delays the transfer of shares of the Constituent beyond the stipulated period, the date of dispute shall be deemed to have arisen on the date of expiry of six months from the date of expiry of 30 days from the date of lodgment of shares by the Constituent for transfer with the Issuer; or the date of receipt of communication of the Issuer to the Constituent intimating the transfer of shares in favour of the Constituent, whichever is later.

### **5. Place of Arbitration**

(1) The Relevant Authority may provide for different seats of arbitration for different regions of the country either generally or specifically and in such an event the seat of arbitration shall be the place so provided by the Relevant Authority and the same shall be communicated by the Relevant Authority from time to time.

(2) The premises/location where arbitration shall take place shall be such place as may be identified by the Stock Exchange from time to time and intimated to the arbitrator and the parties to the dispute accordingly.

### **6. Criteria for Selection of Place of Arbitration**

Save as otherwise specified by the Relevant Authority, the criteria for selection of seat of arbitration for a particular matter is as follows :—



Parties to Dispute	Place of filing the Application for Arbitration	Place of hearing
T M* V/s T M	If the dealing offices of both Trading Members from where the dealing was carried is situated in any one of the states covered by a particular RAC then the Application for Arbitration shall be filed by the Applicant-Trading Member in that RAC.  If the dealing offices of both Trading Members from where the dealing was carried out are situated in states covered by different RAC then the Application for Arbitration shall be filed in the RAC covering the state in which the Respondent –Trading Member's dealing office is situated.	The hearing shall be held at the RAC where the Applicant-Trading Member has filed the Application for Arbitration and the Respondent – Trading Member shall attend the hearing in that particular RAC.
TM V/s C* & C V/s TM	The Application for Arbitration shall be filed by the Applicant at the RAC nearest to the address provided by the Constituent in the KYC form, provided however that in respect of a Non-Resident Indian Constituent, the seat of arbitration shall be the RAC in the area in which the correspondence office of the Trading Member is situated .	The hearing shall be held in that RAC where the Applicant has filed the Application for Arbitration and the Respondent shall attend the hearing in that particular RAC.

\* "TM" stands for "Trading Member" and "C" stands for "Constituent."

## 7. Reference of the Claim, Difference or Dispute

Save as otherwise specified by the Relevant Authority, if the value of the claim, difference or dispute is more than Rupees Twenty Five Lakhs on the date of application, it shall be referred to a panel of three arbitrators and if the value of the claim, difference or dispute is upto Rupees Twenty Five Lakhs, the same shall be referred to a sole arbitrator.

## 8. Criteria and Procedure for Selection of Persons eligible to act as Arbitrators

(1) The relevant authority may prefer persons with background in law, finance, management, administration and experience in the areas related to securities market over other candidates and shall consider both educational qualification and experience of the candidates for inclusion in the Common Pool.

(2) In case of re-nomination of an existing person on list of eligible persons, the relevant authority shall consider the past experience with such persons, such as time taken for passing awards, quality of awards passed, complaints received, if any, against the arbitrator.

(3) Such list of eligible persons for inclusion in the Common Pool may be constituted for each Regional Arbitration Centre.

(4) The pooling of arbitrators will be done centre-wise and displayed on the website of the Exchange.

Explanation .— "Common Pool" shall mean pool of arbitrators formed by inclusion of all the arbitrators on panels of all the recognised stock exchanges having nation-wide trading terminals.

## 9. Guidelines for Fair Practices/Code of Conduct for Arbitrators

(1) Persons appointed as arbitrators shall:-

(i) Act in a fair, unbiased and objective manner

(ii) Maintain the highest standard of personal integrity, truthfulness, honesty and fortitude in discharge of his dispute in order to inspire public confidence and shall not engage in acts discreditable to his responsibilities

(iii) Avoid any interest or activity which is in conflict with the conduct of his duties as an arbitrator.

(iv) Perform his duty in an independent and objective manner and avoid activities that may impair, or may appear to impair, his independence or objectivity.

(v) Disclose his interest or conflict in particular cases i.e. whether any party to the proceeding had any dealing with or related to the arbitrator.

(vi) Ensure that all the provisions of the arbitration and conciliation Act 1996, SEBI Act, 1992, Securities Contract Regulations Act, 1956, and rules regulations and bye, laws framed there under and the circulars, directions issued by the government / SEBI in respect of Arbitration and dealing in securities are followed.

(vii) Endeavour that the arbitral award is passed within the period stipulated by the Bye-laws, Rules and Regulations of the Stock Exchange.

(viii) Endeavour that adjournments, if any, are granted as an exception rather than a rule and after recording the reasons thereof in writing.

(ix) Ensure that the awards are detailed and well-reasoned.

(x) Ensure that the principles of natural justice are followed.

## **10. Procedure for Appointment of Arbitrators**

(1) The Applicant and the Respondent against whom the claim has been made by the Applicant shall submit to the Stock Exchange in the order of descending preference, names of such number of persons as specified hereunder from amongst the list of eligible persons specified by the Stock Exchange for the respective seats of arbitration. The number of preferences shall be submitted in the prescribed format within 7 days from the date of receipt of arbitration application from the Exchange, three names in case of sole arbitrator and five names in case of panel of arbitrators. Upon receiving the prescribed form, from both the Applicant as well as the Respondent, the arbitrator(s) shall be appointed through an automatic process or any other process as may be specified by SEBI or the Exchange, from time to time.

(2) The panel of arbitrators so appointed shall select one among themselves to act as a presiding arbitrator within 7 days of receipt of intimation of their appointment as an arbitrator. In case of failure or lack of consensus among the panel to select a presiding arbitrator, the Relevant Authority shall select the presiding arbitrator.

## **11. Disclosure by persons to be appointed as arbitrators**

Every person who is approached in connection with his possible appointment as an arbitrator shall disclose to the Relevant Authority in writing any circumstances likely to give rise to justifiable doubts as to his independence and impartiality. If the person discloses any circumstances which in the opinion of the Relevant Authority are likely to give rise to justifiable doubts as to his independence and impartiality, then he shall not be appointed as an arbitrator and in such event another arbitrator(s) shall be appointed through the automatic process as mentioned in Bye-law 10.

## **12. Disclosure by persons appointed as arbitrators**

An arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the Relevant Authority in writing any circumstances referred to in Bye-law (11) above which have come to his knowledge after his appointment as an arbitrator.

## **13. Vacancy in the Office of the Arbitrator**

If the office of the sole arbitrator or any one or more of the arbitrators in the panel of arbitrators falls vacant after the appointment thereto, the Stock Exchange shall adopt the procedure specified herein above and fill up the vacancy caused in the office arbitrator.

#### **14. Termination of mandate of the arbitrator**

(1) The mandate of the arbitrator shall terminate if

(i) the arbitrator withdraws from office for any reason; or

(ii) in the opinion of the Relevant Authority, the arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay including failure to make the arbitral award within the time period prescribed by the Relevant Authority. Such a decision of the Relevant Authority shall be final and binding on the parties; or

(iii) the mandate of the arbitrator is terminated by the Relevant Authority upon receipt of written request for the termination of the mandate of the arbitrator from both the parties to arbitration; or

(iv) the arbitrator discloses any circumstances referred to in Bye-laws (11) and (12) above, which in the opinion of the Relevant Authority are likely to give rise to justifiable doubts as to his independence and impartiality.

(v) the arbitral proceedings are terminated as provided for herein.

#### **15. Supplying of vacancy to the office of the arbitrator**

At any time before the making of the arbitral award should the office of the arbitrator fall vacant for any reason whatsoever including any vacancy due to the illness or death of the arbitrator or termination of the mandate of the arbitrator by the Relevant Authority or otherwise, the Stock Exchange shall adopt the procedure specified herein above and fill up the vacancy caused in the office arbitrator.

#### **16. Proceedings to be taken up by Arbitrator appointed by Relevant Authority in supply of vacancy**

Unless otherwise agreed by parties, any arbitrator who has been appointed by the Relevant Authority to supply a vacancy to the office of the arbitrator may repeat any hearings previously held.

#### **17. Order or ruling of previous arbitrator not invalid**

An order or ruling of the arbitrator made prior to the termination of his mandate shall not be invalid solely because his mandate has been terminated; Provided that when the termination has been effected pursuant to Bye-law (14) (1) of this Chapter, the order or ruling of the arbitrator made prior to termination of his mandate shall become invalid unless otherwise agreed upon by the parties.

#### **18. Interim arbitral award and interim measures ordered by the arbitrator**

The arbitrator may be empowered to make an interim arbitral award as well as to provide interim measures of protection in terms of provisions of the Act. An arbitrator may require a party to provide appropriate security in connection with an interim measure.

#### **19. Deposits towards cost of Arbitration**

(1) The parties to the claim, difference or dispute shall bear cost of arbitration. For this purpose, both the parties to arbitration shall make a deposit with the Stock Exchange along with the arbitration application or the reply, as the case may be, for defraying the costs that may be incurred for conducting the arbitration proceeding. Provided that when there is failure, neglect or refusal by Respondent, being a Constituent, to make a deposit accordingly, the Applicant shall be responsible for making such deposit without prejudice however to its right to recover the same from such Respondent in terms of the award. The Stock Exchange shall have the right to recover the deposit from the Trading Member from the moneys due to it if the Trading Member fails to make the deposit.

(2) The amount of deposit, which has to be deposited shall be determined by the amount of the claim initially and thereafter determined based on a higher counter claim, if any, as specified by the Relevant Authority, subject to the maximum limits as mentioned below:

S. No.	Amount of Claim / Counter Claim, whichever is higher	Amount of Deposit, if claim is filed within six months percentages refer to amount of claim	Amount of Deposit, if claim is filed after six Months (for applicant)
(1)	(2)	(3)	(4)
1.	Upto Rs. 10,00,000/-	1.3% subject to a minimum of Rs.10,000/-	3.9% subject to a minimum of Rs.30,000/-
2.	Above Rs.10,00,000/- and upto Rs.25,00,000/-	Rs.13,000/- plus 0.3% amount above Rs. 10 lakh	Rs. 39,000/- plus 0.9% amount above Rs. 10 lakh
3.	Above Rs. 25,00,000/-	Rs. 17,500/- plus 0.2% amount above Rs. 25 lakh subject to maximum of Rs. 30,000/-	Rs. 52,500/- plus 0.6 % amount above Rs. 25 lakh subject to maximum of Rs.90,000/-

(3) If the amount of claim is less than or equal to Rs.10 lakhs, then the constituent whether he or she or it is an Applicant or Respondent shall not be required to furnish the deposit to the Stock Exchange. In such cases, the costs incurred for conducting the arbitration proceedings for and on behalf of the Constituent shall be borne by the Stock Exchange.

(4) On issuance of the arbitral award, the Stock Exchange shall refund the deposit, if any, to the party in whose favour the award has been passed. In case where claim was filed within 6 months, the full deposit made by the party against whom the award has been passed, may be appropriated towards arbitration fees of the Stock Exchange. In case where claim was filed after 6 months, one third of the deposit collected from the party shall be appropriated towards arbitration fees of the Stock Exchange and balance two-third amount shall be credited to the Investor Protection Fund of the Stock Exchange.

(5) The period of 6 months referred in Bye-law (19) (2) to (19) (4) above, shall be computed from the end of the quarter during which the disputed transaction(s) were executed/settled, whichever is relevant for the dispute, and after excluding:—

(i) the time taken by the Relevant Authority in trying to administratively resolve the claim, difference or dispute i.e. the time taken from the date of receipt of dispute till the decision by the Relevant Authority, and

(ii) the time taken by the member to attempt the resolution of the dispute or one month from the date of receipt of the dispute by the member, whichever is earlier in reckoning the time taken by the Member to attempt resolution of the dispute, the time between the date of receipt of complaint/dispute by the Member and the date of receipt of the Member's last communication by the constituent, shall be considered.

## **20. Appearance in arbitral proceedings by counsel, attorney or advocate**

In arbitral proceedings where both the parties are Trading Members, the parties shall not be permitted to appear by counsel, attorney or advocate but where one of the parties is a Constituent, then the Constituent shall be permitted to appear by counsel, attorney or advocate. If the Constituent chooses to appear by counsel, attorney or advocate, then the Trading Member and Issuer shall be granted a similar privilege.

## 21. Procedure for Arbitration

(1) The Applicant shall submit to the Stock Exchange his/her/its application for arbitration in the prescribed form (three copies in case of sole arbitrator and five copies in case of panel of arbitrators) alongwith the following enclosures:—

(i) The Statement of Case containing all the relevant facts about the dispute and relief sought;

(ii) The Statement of Accounts;

(iii) Copies of the Member - Constituent Agreement;

(iv) Copies of the relevant Contract Notes and Bills;

(v) Copies of any other document(s) relied upon by the Applicant;

(vi) Copies of the decision of the IGRC where it is a reference made under Bye-law 2(4).

(2) The Applicant shall also submit to the Stock Exchange the following alongwith his/her/its arbitration application:—

(i) A cheque/ pay order/demand draft for the deposit payable at the seat of arbitration in favour of Metropolitan Stock Exchange of India Limited, if applicable;

(ii) List of names of eligible arbitrators in his/her/its order of preference to act as arbitrator(s), in the prescribed form.

(3) If any deficiency/defect in the application is found, the Stock Exchange shall call upon the Applicant to rectify the deficiency/defect and the Applicant shall rectify the deficiency/defect within 15 days of receipt of intimation from the Stock Exchange. If the Applicant fails to rectify the deficiency/defect within the prescribed period, the Stock Exchange shall return the deficient/defective application to the Applicant. However, the Applicant shall have the right to file a revised application which shall be considered as a fresh application for all purposes and dealt with accordingly.

(4) Upon receipt of arbitration application alongwith requisite documents, the Stock Exchange shall forward a copy of the statement of case and related documents to the Respondent.

(5) The Respondent shall submit Form II to the Exchange, within 7 days from the date of receipt of Form I from the Exchange, three copies in case of sole arbitrator and five copies in case of panel of arbitrators alongwith the following:—

(i) The statement of reply (containing all available defenses to the claim) ;

(ii) The statement of accounts.

(iii) Copies of the Member Constituent Agreement, if any;

(iv) Copies of the relevant Contract Notes and Bills;

(v) Statement of the set-off or counter claim alongwith the statement of accounts and copies of relevant contract notes and bills;

(vi) Copies of any other document(s) relied upon by the Respondent.

(6) Upon receiving the reply from the Respondent(s), the arbitrator shall be appointed as per the procedure prescribed in Bye-law (10) herein above. In the event there is more than one Respondent, being legal heirs of a deceased Constituent or family members, then such legal heirs shall authorise one of them to represent the deceased Constituent in the arbitration proceedings including signing of the prescribed form(s) and such other documents as may be required.

(7) The Respondent shall also submit to the Stock Exchange a cheque/pay order/demand draft for the deposit payable at the seat of arbitration, if applicable, in favour of Metropolitan Stock Exchange of India Limited along with the prescribed form;

(8) If the Respondent fails to submit his/her/its reply in the prescribed form within the prescribed time, then the arbitrator may proceed with the arbitral proceedings and make the award ex-parte.

(9) Upon receiving the reply from the Respondent the Stock Exchange shall forward one copy of the same to the Applicant. The Applicant shall within ten days from the date of receipt of copy of reply of Respondent, submit to the Stock Exchange, a reply to any counterclaim, if any, which may have been raised by the Respondent in its reply to the Applicant. The Stock Exchange shall forward such reply of the Applicant to the Respondent.

(10) The time period to file any pleading referred to herein may be extended for such further periods as may be decided by the Relevant Authority in consultation with the arbitrator depending on the circumstances of the matter.

## **22. Time for appointment of Arbitrator and completion of proceedings**

(1) Time for appointment of Arbitrator - Where an arbitration application is made, the appointment of arbitrator or panel of arbitrators, shall be completed within thirty days of receipt of the application.

(2) Adjournment - Adjournment, if any, shall be granted by the arbitrator only in exceptional cases, for bonafide reasons to be recorded in writing

(3) Time for Completion of Arbitration - The arbitrator(s) shall conclude the arbitration reference within four months from the date of their appointment, by issuance of an arbitral award.

(4) Request for extension - The Managing Director or an Executive Director may, on an application by either party or the arbitrator(s) and for sufficient cause to be recorded in writing, extend the time for making of arbitral award by not more than two months, on a case to case basis.

## **23. Requirement for Hearings**

(1) No hearing shall be required to be given to the parties to the dispute if the value of the claim, difference or dispute is Rs.25,000/- or less. In such a case the arbitrator shall proceed to decide the matter on the basis of documents submitted by both the parties provided however the arbitrator for reasons to be recorded in writing may hear both the parties to the dispute.

(2) If the value of claim, difference or dispute is more than Rs.25,000/-, the arbitrator shall offer to hear the parties to the dispute unless both parties waive their right for such hearing in writing.

## **24. Notice of Hearing**

Unless otherwise specified, the Stock Exchange shall in consultation with the arbitrator determine the date, the time and place of the first hearing. Notice for the first hearing shall be given at least ten days in advance, unless the parties shall, by their mutual consent, waive the notice. The arbitrator shall determine the date, the time and place of subsequent hearings of which a notice shall be given by the Stock Exchange to the parties concerned.

## **25. Adjournment of Hearing**

If any party to the reference wants to make an application for adjournment of hearing by the arbitrator the party shall make an application in writing giving reasons for seeking adjournment to the Stock Exchange sufficiently in advance to enable the Stock Exchange to forward such request to the arbitrator. The arbitrator at his discretion may grant the adjournment subject to such conditions as deemed fit by him.

## **26. Appearance through Authorised Representative**

(1) In the arbitral or appellate arbitration proceeding a Constituent may appear through a power of attorney holder and the trading member may appear through his authorised representative;

Provided that the trading member may appear through a legal practitioner only if the Constituent is represented through a legal practitioner.

For the purpose of this Bye-law, 'authorised representative' shall mean as under-

(i) If the trading member is an individual, an employee or authorised person of the trading member.

(ii) If the trading member is a partnership firm, any partner or employee or authorised person of the trading member. (iii) If the trading member is a Company, any director or employee or authorized person of the trading member.

## **27. Arbitral Award on Agreed Terms**

If after the appointment of an arbitrator, the parties settle the dispute, then the arbitrator shall record the settlement in the form of an arbitral award on agreed terms or may dismiss the matter summarily on an application made by the applicant for withdrawal of arbitration matter due to settlement with the other party.

## **28. Arbitral Award under certain Circumstances**

(1) The arbitrator, in case of any arbitration proceedings which is not defended or in his opinion is not effectively defended, besides the documents produced by the applicant, may, for the purpose of passing a fair and proper award, also consider any other document in general, which the arbitrator considers necessary for the purpose of coming to a proper conclusion and in particular the following documents for the purpose of arriving at a decision:

(i) Copy of member-constituent agreement.

(ii) Contract notes and bills.

(iii) Statement of accounts given by the trading member to the constituent on periodic basis;

(iv) Bank statements supported by confirmation from the bank regarding payments/receipts.

(v) Transaction cum Holding statements of the demat account(s) of the applicants and respondents with the depository.

(vi) Unique id upload, if any, from the members to Exchange with regard to the client.

(vii) Trade log in respect of transactions relating to dispute.

For the purpose of the above, the arbitrator may also seek relevant information from the applicant as well as the Stock Exchange, to the extent available with the Stock Exchange.

## **29. Making of Arbitral Award**

(1) The arbitral award shall be in writing and made in three originals duly dated and signed by the sole arbitrator or in case of a panel of arbitrators by all the three arbitrators.

(2) The arbitrator shall file all the three original awards with the Stock Exchange, which shall arrange to send one original each to the parties to the dispute and the stamped original award shall be retained by the Stock Exchange.

### 30. Interest

(1) The arbitrator may include in the sum for which the award is made interest at such rate on such sum and for such period as the arbitrator deems reasonable.

(2) A sum directed to be paid by an award shall, unless the award otherwise directs, carry interest at the rate of eighteen per centum per annum from the date of the award to the date of payment.

### 31. Arbitration Fees and Charges, Costs, etc.

(1) The fees and expenses payable to arbitrator shall be as determined by the Relevant Authority from time to time.

(2) All fees and charges relating to the appointment of the arbitrator and conduct of arbitration proceedings shall be borne by the parties to the reference equally or in such proportions as may be decided by the arbitrator.

(3) The costs, if any, to be awarded to either of the party in addition to the fees and charges that have to be borne by the parties for conducting the arbitration shall be decided by the arbitrator.

(4) Unless the arbitrator directs otherwise each party shall bear their own expenses of traveling and other incidental expenses incurred.

### 32. Administrative Assistance

For the purpose of section 6 of the Act, in all claims, differences or disputes which are required to be submitted to arbitration as per the provisions of these Bye-laws, the parties shall be deemed to have arranged for administrative assistance of the Relevant Authority in order to facilitate the conduct of the arbitral proceedings.

### 33. Administrative Assistance which may be provided by the Stock Exchange

(1) The Stock Exchange shall

- (a) maintain a register of references;
- (b) receive all applications for arbitration and communications addressed by the parties before or during the course of arbitration proceedings or otherwise in relation thereto;
- (c) receive payment of all costs, charges, fees and other expenses;
- (d) give notices of hearing and all other notices to be given to the parties before or during the course of the arbitration proceedings or otherwise in relation thereto;
- (e) communicate to the parties all orders and directions of the arbitrator;
- (f) receive and record all documents and papers relating to the reference and keep in custody all such documents and papers except such as the parties are allowed to retain;
- (g) communicate the award on behalf of the arbitrator;
- (h) generally do such things and take all such steps as may be necessary to assist the arbitrator in the execution of their function.

### 34. Mode of Communication

(1) Any communication sent by the Stock Exchange to either of the parties shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Exchange as unclaimed/ refused/ undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the party, in any one or more of the following ways: -



- (i) by post,
- (ii) by registered post,
- (iii) by speed post/courier services,
- (iv) by telegram,
- (v) by affixing it on the door at the last known business or residential address,
- (vi) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of Respondent is situated,
- (vii) by sending a message through the Trading System,
- (viii) by electronic mail or fax
- (ix) by hand delivery

(2) Any communication sent by either of the parties to the Stock Exchange shall be made in any one or more of the following ways:

- (i) by post (ordinary or registered or speed) or Courier service
- (ii) by fax
- (iii) by hand delivery
- (iv) by electronic mail

### **35. Implementation of Arbitral Award**

Notwithstanding anything contained in the Bye-laws, in cases where the arbitral award or appellate arbitral award is passed against the Trading Member and/or its sub-brokers and in favour of a Constituent, the Stock Exchange shall debit from the deposits or other monies of the Trading Member lying with the Stock Exchange, the amount of award payable to the awardee together with interest payable, if any, till the date of debit after setting off the counter claim of the Trading Member and /or its sub-brokers allowed under the award, if any, and keep aside the said amount in a separate account to be dealt with in such manner as mentioned in Bye-laws (36) and (37) herein below.

Provided that, where the award is for the delivery of securities, the Stock Exchange may consider the closing price of such securities on the Stock Exchange as on the date of the award or such other date the relevant authority may specify to be reasonable, stating reasons for arriving at the value of such securities and award amount.

Provided further that in case of an arbitration referred by a member aggrieved by decision of IGRC under Bye-law 2(4) where the award is in favour of the Constituent and the Member has indicated his intention to challenge the award by filing an appeal under Bye-law 44 or by taking recourse under section 34 of the Act in the manner and within the time specified by the relevant authority, there shall be an interim release of moneys from the IPF Trust as specified by the relevant authority, without prejudice to the implementation mechanism specified in this Chapter.

Provided further that in case of an arbitration referred by a member aggrieved by decision of IGRC under Bye-law 2(4) where the appellate award is in favour of the Constituent and the Member has indicated his intention to challenge the appellate award by taking recourse under section 34 of the Act in the manner and within the time specified by the relevant authority, there shall be an interim release of moneys from the IPF Trust as specified by the relevant authority, without prejudice to the implementation mechanism specified in this Bye-law.

### **36. Payment of Debited Amount to Clients**

(1) Arbitral Award:- Where the Trading Member/ Sub-broker

(a) chooses not to prefer an appeal under Bye-law 44 within the time permissible there under or to indicate his intention to challenge the same by filing an appeal under Bye-law 44 or by taking recourse under section 34 of the Act in the manner and within the time specified by the relevant authority, in case of an arbitration referred under Bye-law 2(4); or

(b) chooses not to prefer an appeal under Bye-law 44 within the time permissible there under, in any other case –

the amount debited under Bye-law 35 shall be paid, together with the interest earned thereon, to the awardee.

(2) Appellate Arbitral Award:- Where an appeal is preferred by the Trading Member/ Sub-broker under Bye-law 44 and the appellate arbitral tribunal makes an appellate arbitral award against the Trading Member/ Sub-broker the Stock Exchange shall pay the awarded amount to the awardee from the amount debited under Bye-law 35:-

(i) where no application is made by the Trading Member/ Sub-broker under Section 34 of the Arbitration and Conciliation Act, 1996 to challenge such arbitral award within the limitation period for making such application, upon expiry of such limitation period;

(ii) where such an application is made by the Trading Member/ Sub-broker, and no stay is granted by the court within three months from the date of receipt of appellate arbitral award by him, upon completion of such three months;

(iii) in any other case, upon dismissal of the application by the court;

(iv) in a case referred under Bye-law 2(4), where the Member chooses not to take recourse under Section 34 of the Act within the time permissible there under or to indicate his intention to take recourse in the manner and within the time specified by the relevant authority.

### **37. Reversal of Debit in Certain Cases**

Where the arbitral award or the appellate arbitral award against the trading member or sub-broker has been set aside or has been modified by reduction of awarded amount, and such setting aside or modification has attained finality, the stock exchange may reverse the debit, in full or in part, as the case may be, and pay the reduced amount, if any, to the awardee.

### **38. Arbitration proceedings subject to the provisions of the Act**

The arbitration proceedings as provided for by the provisions of these Bye-laws shall be subject to the provisions of the Act to the extent not provided for in these Bye-laws.

### **39. Preservation of Records**

(1) The following documents shall be preserved by the Stock Exchange for the time periods as mentioned hereunder

(i) The original arbitration award along with acknowledgements shall be preserved permanently.

(ii) In case an appeal for setting aside the award is not filed, then apart from the original award, all the other records pertaining to arbitration shall be preserved for 5 years from the date of award.

(iii) In case an appeal for setting aside the award is filed, then apart from the original award, all the other records pertaining to arbitration shall be preserved for 5 years from the date of final disposal by court.

#### **40. Destruction of Records**

The destruction of records by the Stock Exchange shall be subject to the previous order, in writing of the relevant authority and the details of the destruction shall be entered in a register wherein the brief particulars of the records destroyed along with the certification regarding the date and mode of destruction shall be mentioned.

#### **41. Construction of references**

For the purposes of Section 2(6) of the Act, in all claims, differences or disputes which are required to be submitted to arbitration as per the provisions of these Bye-laws, wherever Part 1 of the Act leaves the parties free to determine a certain issue, the parties shall be deemed to have authorised the Relevant Authority to determine that issue.

#### **42. Jurisdiction**

All parties to a reference to arbitration under these Bye-laws and the persons claiming under them, shall be deemed to have submitted to the exclusive jurisdiction of the competent court nearest to the regional arbitration centre where appellate arbitral proceedings were conducted.

#### **43. Exclusion**

For removal of doubts, it is hereby clarified that the Stock Exchange shall not be construed to be a party to the dealings, contracts and transactions referred to under these Bye-laws; and the provisions of this Chapter shall not apply in case of claims, differences or disputes between the Stock Exchange and a Trading Member and no arbitration shall lie between the Stock Exchange and a Trading Member.

#### **44. Appeal against Arbitration Award**

Any party aggrieved by an arbitral award made in terms of the provisions of this Chapter shall have a right of appeal against such award to the appellate panel of arbitrators in terms of provisions of Chapter XIVA of these Bye-laws."

III. After Chapter XIV so substituted, the following Chapter shall be inserted, namely:-

### **"CHAPTER XIVA**

### **APPELLATE ARBITRATION**

#### **1. Definitions**

(a) 'Appellant' means the person who files an appeal under this Chapter.

(b) 'Respondent' means the person against whom the Appellant lodges an appeal, whether or not there is a claim against such person.

#### **2. Seat of Appellate Arbitration**

The Appellate Arbitration shall be conducted at the same Regional Arbitration Center (RAC) where the award under challenge was passed, unless otherwise specified by the relevant authority.

#### **3. Time for Preferring Appeal**

The Memorandum of Appeal shall be submitted to the Stock Exchange by the appellant or his authorized representative within one month from the date of receipt of the Arbitral Award.

#### **4. Procedure for Appointment of Arbitrators**

(1) The Appellant and the Respondent shall submit to the Stock Exchange in the order of descending preference, names of persons from amongst the list of eligible persons specified by the Stock Exchange for the respective seats of appellate arbitration other than those Arbitrator(s) who passed the Award under dispute. The number of persons to be so submitted by the Appellant and the Respondent shall be as may be specified by the Relevant Authority.

Such names shall be submitted in the prescribed form by the Appellant alongwith Memorandum of Appeal. The Respondent shall submit the names in the prescribed form within seven days of the receipt of Memorandum of Appeal from the Stock Exchange. Upon receiving the prescribed form, from the Appellant as well as the Respondent, the Stock Exchange shall as provided for herein, identify the person/s who shall act as the arbitrators.

(2) The Stock Exchange shall identify the panel of arbitrators to whom the Memorandum of Appeal will be referred through such process and manner as may be specified by SEBI / Exchange from time to time.

(3) The panel of arbitrators so appointed shall select one among themselves to act as a presiding arbitrator within 7 days of receipt of intimation of their appointment as an arbitrator. In case of failure or lack of consensus among the panel to select a presiding arbitrator, the Relevant Authority shall select the presiding arbitrator.

(4) The appellate panel consisting of three arbitrators shall be different from the ones who passed the arbitral award appealed against.

(5) Such constitution of appellate panel of arbitrators shall be completed within thirty days from the date of receipt of the appeal.

### **5. Appellate Arbitration Fees**

A party filing an appeal before the appellate panel shall pay a fee not exceeding Rs. 30,000, as may be prescribed by the Stock Exchange, in addition to the statutory dues (stamp duty, service tax, etc.) alongwith the appeal. In case the party filing an appeal is a client having claim/ counter claim of upto Rs.10 lakh, then the party shall pay a fee not exceeding Rs. 10,000.

Further, expenses thus arising shall be borne by the Stock Exchange and the Investor Protection Fund of the Stock Exchange equally.

### **6. Procedure for Appellate Arbitration**

(1) The Appellant shall submit to the Stock Exchange five copies of Memorandum of Appeal, and the following enclosures:

- (i) Five copies of the Arbitration Award.
- (ii) Five copies of the decision of IGRC, where relevant.
- (iii) Five copies of Arbitration proceedings.
- (iv) A cheque/ pay order/demand draft for the fees payable in drawn favour of Metropolitan Stock Exchange of India Limited.
- (v) List of names of eligible arbitrators in his/her/its order of preference to act as arbitrator(s), in the prescribed form.

(2) If any deficiency/defect in the Memorandum of Appeal is found, the Stock Exchange shall call upon the Appellant to rectify the deficiency/defect and the Appellant shall rectify the deficiency/defect within 7 days of receipt of intimation from the Stock Exchange. If the Appellant fails to rectify the deficiency/defect within the prescribed period, the Stock Exchange shall return the deficient/defective Memorandum of Appeal to the Appellant. However, the Appellant shall have the right to file a revised Memorandum of Appeal which shall be considered as a fresh Memorandum of Appeal for all purposes including limitation and dealt with accordingly.

(3) Upon receipt of Memorandum of Appeal, the Stock Exchange shall forward a copy of the same and related documents to the Respondent.

(4) The Respondent shall submit Form B to the Exchange, within 7 days from the date of receipt of Form A from the Exchange, in five copies alongwith the following:

- i. The statement of reply (containing all available defenses to the claim).
- ii. The statement of accounts.
- iii. Copies of the Member Constituent Agreement, if any;
- iv. Copies of the relevant Contract Notes and Bills;
- v. Statement of the set-off or counter claim alongwith the statement of accounts and copies of relevant contract notes and bills;
- vi. Copies of any other documents(s) relied upon by the Respondent.

(5) Upon receiving the reply from the Respondent(s), the arbitrator shall be appointed as per the procedure prescribed in Bye-law (3) of this Chapter. In the event there is more than one Respondent, being legal heirs of a deceased Constituent or family members, then such legal heirs shall authorize one of them to represent the deceased Constituent in the appellate arbitration proceedings including signing of the reply and such other documents as may be required.

(6) If the Respondent fails to submit Statement of Reply within the prescribed time, then the appellate arbitral tribunal may proceed with the arbitral proceedings and pass an award *ex-parte*.

(7) Upon receiving Statement of Reply as prescribed in the prescribed form, from the Respondent the Stock Exchange shall forward one copy to the Appellant.

(8) The time period to file any pleading referred to herein may be extended for such further periods as may be decided by the Relevant Authority in consultation with the arbitrator depending on the circumstances of the matter.

(9) The appeal shall be disposed of within three months from the date of appointment of appellate panel of arbitrators, through issuance of an appellate arbitral award.

(10) The Managing Director or an Executive Director of the Exchange may, on an application by either party or the appellate panel of arbitrators and for sufficient cause to be recorded in writing, extend the time for making of appellate arbitral award by not more than two months, on a case to case basis.

## **7. Vacancy in the Office of the Arbitrators**

If one or more of the arbitrator's office falls vacant, in the panel of appellate arbitral tribunal after the appointment thereto, the Stock Exchange shall adopt the procedure specified in Bye-law (3) of this Chapter and fill up the vacancy caused in the office arbitrator(s).

## **8. Notice of Hearing**

Unless otherwise specified, the Stock Exchange shall in consultation with the panel of arbitrators determine the date, the time and place of the first hearing. Notice for the first hearing shall be given at least 7 days in advance, unless the parties shall, by their mutual consent, waive the notice. The arbitral tribunal shall determine the date, the time and place of subsequent hearings of which a notice shall be given by the Stock Exchange to the parties concerned.

## **9. Adjournment of Hearing**

If any party to the appeal wants to make an application for adjournment of hearing by the arbitral tribunal, the party shall make an application in writing giving reasons for seeking adjournment to the Stock Exchange sufficiently in advance to enable the Stock Exchange to forward such request to the arbitrators. The arbitrators at their discretion may grant the adjournment in exceptional cases, for reasons, to be recorded in writing.

## **10. Appellate Arbitral Award on Agreed Terms**

If after the appointment of panel of arbitrators, the parties settle the dispute, then the Arbitral Tribunal shall record the settlement in the form of an appellate arbitral award on agreed terms or may dismiss the matter summarily on an application made by the appellant for withdrawal of matter due to settlement with the other party.

## **11. Making of Appellate Arbitral Award**

The award of the Appellate Tribunal shall be in writing and made in three originals duly dated and signed by the panel of arbitrators (by all the three arbitrators), and shall be made within the time mentioned in the Bye-laws.

The panel of arbitrators shall file all the three original awards with the Stock Exchange, which shall arrange to send one original each to the parties to the dispute and the stamped original award shall be retained by the Stock Exchange.

## **12. Interest**

(1) The arbitral tribunal may include in the sum for which the award is made interest at such rate on such sum and for such period as the arbitrators deem reasonable.

(2) A sum directed to be paid by an award shall, unless the award otherwise directs, carry interest at the rate of eighteen per cent per annum from the date of the award to the date of payment.

## **13. Arbitration Fees and Charges, Costs, etc.**

(1) The fees and expenses payable to arbitrators shall be as determined by the Relevant Authority from time to time.

(2) The costs, if any, to be awarded to either of the party in addition to the fees that is paid by the parties for conducting the appellate arbitration shall be decided by the arbitral tribunal.

(3) Unless the arbitrator directs otherwise, each party shall bear their own expenses of traveling and other incidental expenses incurred.

## **14. Recourse against Appellate Arbitration Award**

A party aggrieved by an appellate arbitral award may file an application before the competent, which is nearest to the address provided by the client in the KYC form, challenging it under Section 34 of the Arbitration and Conciliation Act, 1996.

## **15. Applicability of Chapter XIV**

Except where specific provision is made in this Chapter, the provisions of Chapter XIV shall apply *mutatis mutandis* to appellate arbitrators, appellate arbitration proceedings and appellate arbitral award."

**IV. In Chapter XVI (Investor Protection Fund), after Bye-law (10), the following shall be inserted, namely:-**

"(10-A) The Trust shall release such interim sums of moneys to the Constituent as may be prescribed by SEBI or the Exchange, to cover whole or part of the admissible claim amount determined or amount awarded by the IGRC under Chapter XIII-A or by the arbitrator under Chapter XIV or by the appellate arbitrator under Chapter XIV-A, pending final determination of their complaint.

- (10-B) The Trust shall receive or recover the moneys thus released to the Constituent, either singly or jointly with the Exchange, where the Constituent eventually loses in the arbitration proceedings or other legal proceedings emanating therefrom.
- (10-C) The relevant authority may specify from time to time, the procedure for interim release of funds under Bye-law (10-A) and for the recovery thereof under Bye-law (10-B).”

Mumbai,  
Dated 31st May 2016.

SANGEETA SHETTY,  
Company Secretary,  
Metropolitan Stock Exchange of India Limited.

**Serial No. 106**

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION No.183 OF 2015

In the matter of Sections 433 and 434 (A) of the  
Companies Act, 1956.

AND

In the matter of M/S. RANGARA INDUSTRIES PVT  
LTD., having its registered office at 69 S.V.P Road,  
Dongri, Mumbai 400 009

CIN No. U71220MH1996PTC100463

. . . *Company;*

M/s. Premier Road Carriers Ltd.,  
A limited company incorporated  
In India under provision of companies Act, 1956  
Having its registered office at  
901 B, Dalamal Tower, Nariman Point,  
Mumbai 400 021.

. . . *Petitioners.*

A Petition under Section 433 and 434(a) of the Companies Act, 1956 for winding-up of the abovenamed Company was Presented by M/s. Premier Road Carriers Limited the Petitioner abovenamed creditor of the company on 28th August 2014 and the said petition was admitted pursuant to order dated 14th June 2016 and the same is fixed for hearing before the company Judge on 1st August 2016 at 11-00 O'clock in the forenoon or soon thereafter.

ANY person(s), creditor or contributory desirous to supporting or to opposing the said petition should send to the petitioner or his Advocate at the office address mention hereunder, a notice of his intension signed by him or his Advocate with his full name and addresses so as to as reach the petitioner Advocate not later than five days before the date fixed for hearing of the said petition and appear at the hearing for the purpose in person or by an Advocate.

A copy of the petition will be furnished by the petitioners Advocate to any creditor or contributor on payment of the prescribed charges for the same.

Any affidavit intended to be used in opposition to the petition should be filed in court and a copy thereof served on the petitioners advocate, not less than five days before the date fixed for hearing.

Mumbai,  
Dated this      day of June, 2016.

S .V. VORA,  
Advocate for Petitioner.

8 C Shrivinayak,  
Tejpal Scheme Road No. 3,  
Vile Parle (East)  
Mumbai 400 057.